

**CITY OF CORAL GABLES, FLORIDA**

**RESOLUTION NO. 2018-165 (AS AMENDED)**

A RESOLUTION AUTHORIZING THE PROCUREMENT OFFICER TO AWARD THE DISASTER DEBRIS REMOVAL SERVICES CONTRACT TO THE THREE (3) HIGHEST RANKED RESPONSIVE-RESPONSIBLE PROPOSERS IN RANK ORDER: ASHBRIIT, INC., (PRIMARY), PHILLIPS AND JORDAN, INC., (SECONDARY), AND CERES ENVIRONMENTAL SERVICES, INC., (TERTIARY) PURSUANT TO SECTION 2-763 OF THE PROCUREMENT CODE ENTITLED "CONTRACT AWARD" AND REQUEST FOR PROPOSALS (RFP) 2018-009; FURTHER AUTHORIZING THE CITY MANAGER TO NEGOTIATE AND EXECUTE A PROFESSIONAL SERVICES AGREEMENT WITH EACH PROPOSER FOR A PERIOD OF THREE (3) YEARS WITH OPTIONS TO RENEW FOR TWO (2) ADDITIONAL TWO (2) YEAR PERIODS, EXERCISABLE AT THE OPTION OF THE CITY MANAGER; SHOULD NEGOTIATIONS FAIL WITH ANY OF THE THREE (3) MOST RESPONSIVE-RESPONSIBLE PROPOSERS, NEGOTIATIONS SHALL COMMENCE WITH THE NEXT MOST RESPONSIVE-RESPONSIBLE PROPOSER (UP TO THE FIFTH RANKED PROPOSER) UNTIL AN AGREEMENT SATISFACTORY TO THE CITY HAS BEEN REACHED.

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**WHEREAS**, on March 6, 2018, the Procurement Division of Finance formally advertised, issued, and distributed Disaster Debris Removal Services, Request for Proposals (RFP) 2018-009; and

**WHEREAS**, fifty (50) prospective proposers downloaded the RFP package from Public Purchase, the City's web based e-Procurement service; and

**WHEREAS**, on April 5, 2018, eight (8) firms submitted proposals in response to the RFP: Ashbriit, Inc., Arbor Tree & Land, Inc. (ATL), Ceres Environmental Services, Inc., Crowder Gulf Joint Venture, Inc., D & J Enterprises, Inc., DRC Emergency Services, LLC., Phillips and Jordan, Inc., T.F.R. Enterprises, Inc.; and

**WHEREAS**, on April 25, 2018, the Evaluation Committee convened to evaluate the eight (8) responsive proposals and recommended to award the RFP and negotiate a

Professional Services Agreement with three (3) most responsive-responsible proposers in rank order: Phillips and Jordan, Inc., (Primary), Ceres Environmental Services, Inc., (Secondary), and Ashbritt, Inc., (Tertiary); and

**WHEREAS**, on May 9, 2018, Ashbritt, Inc., who was ranked Tertiary, filed an official protest challenging the rank order of the selection committee; and

**WHEREAS**, at the June 12, 2018 City Commission meeting, the protest was heard; and

**WHEREAS**, the City Commission upheld the protest changing the order of preference to: Ashbritt, Inc. (Primary), Phillips and Jordan, Inc. (Secondary), and Ceres Environmental Services, Inc. (Tertiary);

**NOW, THEREFORE, BE IT RESOLVED BY THE COMMISSION OF THE CITY OF CORAL GABLES:**

**SECTION 1.** That the foregoing “Whereas” clauses are hereby ratified and confirmed as being true and correct and are hereby made a specific part of this Resolution upon adoption hereof.

**SECTION 2.** That the City Commission rejects the recommendation of the Procurement Officer to award the contract with Phillips and Jordan, Inc., (Primary), Ceres Environmental Services, Inc., (Secondary), and Ashbritt, Inc., (Tertiary) and instead, authorizes the award in the following rank order: Ashbritt, Inc. (Primary), Phillips and Jordan, Inc. (Secondary), and Ceres Environmental Services, Inc. (Tertiary).

**SECTION 3.** That the City Commission further authorizes the City Manager to negotiate and execute a Professional Services Agreement with each proposer for a period of three (3) years with options to renew for two (2) additional two (2) year periods, exercisable at the option of the City Manager; should negotiations fail with any of the three (3) most responsive-responsible proposers, negotiations shall commence with the next most responsive-responsible proposer (up to the fifth ranked proposer), until an Agreement satisfactory to the City has been reached.

That this Resolution shall become effective upon the date of its passage and adoption herein.

PASSED AND ADOPTED THIS TWELFTH DAY OF JUNE, A.D., 2018.

(Moved: Quesada / Seconded: Lago)

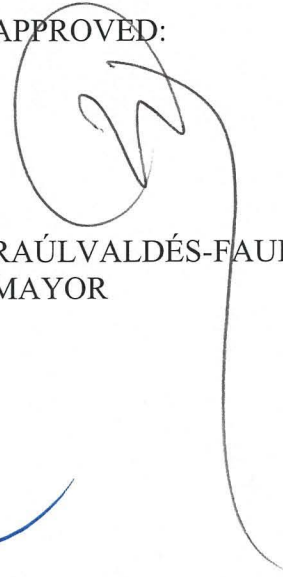
(Yeas: Mena, Quesada, Keon, Lago)

(Majority: (4-1)

(Nays: Valdes-Fauli)

(Agenda Item: J-2)

APPROVED:

A handwritten signature in blue ink, consisting of a large, stylized 'R' followed by 'V' and 'F'.

RAÚL VALDÉS-FAULI  
MAYOR

ATTEST:

A handwritten signature in blue ink, appearing to read 'Walter J. Foeman'.

WALTER J. FOEMAN  
CITY CLERK

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY:

A handwritten signature in blue ink, appearing to read 'Miriam Soler Ramos'.

MIRIAM SOLER RAMOS  
CITY ATTORNEY

**CITY OF CORAL GABLES**

**- MEMORANDUM -**

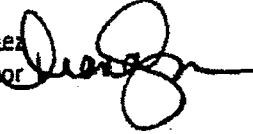
**TO:** Mayor and Members  
Of the City Commission

**DATE:** August 24, 2017

**VIA:** Cathy Swanson-Rivenbark  
City Manager



**FROM:** Diana M. Gomez  
Finance Director



**SUBJECT:** Appointment of  
Celeste S. Walker as Assistant  
Finance Director for Procurement

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I am pleased to announce the appointment of Celeste S. Walker as the new Assistant Finance Director for Procurement, effective Monday, August 28, 2017. Ms. Walker will assume the role of Procurement Officer (formerly known as Chief Procurement Officer) and be responsible for managing the day-to-day operations of the Procurement Division in the Finance Department. In this role, Ms. Walker will administer the City's purchasing ordinance to ensure citywide compliance as well as develop and implement innovative purchasing solutions to meet the needs of our city. This will include managing the re-write of our Procurement Code to focus on best practices, timeliness, and efficient customer focused processes. Ms. Walker will also oversee the preparation, administration and monitoring of contracts citywide.

Ms. Walker received her Master's in Business Administration from Webster University. She is a Certified Public Procurement Officer (CPPO) and a Certified Professional in Supply Management (CPSM) with over 23 years of government procurement experience. Most recently, Ms. Walker worked with Miami Dade County as a Procurement Contracting Manager where she was responsible for ensuring the integrity of the contracting process at the County. Ms. Walker began her procurement career as a Senior Buyer at Shelby County Schools (Memphis City) in Memphis, Tennessee.

Please join me in welcoming Ms. Walker to the City of Coral Gables as an integral part of the City's leadership team.

c: Craig E. Leen, City Attorney  
Walter J. Foeman, City Clerk  
Frank G. Fernandez, ACM for Public Safety  
Peter J. Iglesias, ACM for Operations & Infrastructure  
Department Directors  
Assistant Directors

# EXHIBIT 3

**Walker, Celeste**

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**From:** Gonzalez, Yusbel  
**Sent:** Thursday, March 22, 2018 1:40 PM  
**To:** Walker, Celeste  
**Cc:** Katsaris, Pamela  
**Subject:** RE: Evaluation Committee for Disaster Debris Removal Services (RFP 2018-009)

Will do, thank you!

Yusbel Gonzalez, CPPB  
Procurement Specialist  
City of Coral Gables  
Procurement Division  
2800 SW 72<sup>nd</sup> Avenue  
Miami, FL 33155  
Office: 305-460-5107 | Fax: 305-261-1601  
Email: [ygonzalez@coralgables.com](mailto:ygonzalez@coralgables.com)  
Website: [www.coralgables.com/procurement](http://www.coralgables.com/procurement)



Please Note: Florida has a very broad Public Records Law. Most written communications to or from State and Local Officials regarding State or Local business are public records available to the public and media upon request. Your email communications may therefore be subject to public disclosure.

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**From:** Walker, Celeste  
**Sent:** Thursday, March 22, 2018 1:31 PM  
**To:** Gonzalez, Yusbel  
**Cc:** Katsaris, Pamela  
**Subject:** Re: Evaluation Committee for Disaster Debris Removal Services (RFP 2018-009)

Yusbel,

I approve of this committee list. Please proceed with finalizing the group and setting the dates.

Celeste

Sent from my Verizon, Samsung Galaxy smartphone

----- Original message -----

**From:** "Gonzalez, Yusbel" <[ygonzalez@coralgables.com](mailto:ygonzalez@coralgables.com)>  
**Date:** 3/22/18 1:28 PM (GMT-05:00)  
**To:** "Walker, Celeste" <[cwalker@coralgables.com](mailto:cwalker@coralgables.com)>  
**Cc:** "Katsaris, Pamela" <[pkatsaris@coralgables.com](mailto:pkatsaris@coralgables.com)>  
**Subject:** Evaluation Committee for Disaster Debris Removal Services (RFP 2018-009)

Good afternoon Celeste:

Evaluation Committee members 1 to 4 (below) have confirmed participation in this Committee and their availability for April 25<sup>th</sup>. As discussed this morning, I emailed Ed and asked him to be in the Evaluation Committee. I listed him below as the fifth committee member. Let me know if you approve of this Committee.

1. Mark Spanioli, P.E., Director, Public Works, Village of Pinecrest
2. Brook Dannemiller, Landscape Services Director, City of Coral Gables, Public Works Department
3. Olga Espinosa-Anderson, Division Director, Miami-Dade County Solid Waste Management
4. Tom Norman, VP of Operations, Skeletal Dynamics, LLC
5. Eduardo Santamaria, P.E., Director, City of Coral Gables, Public Works Department

Sincerely,

Yusbel Gonzalez, CPPB  
Procurement Specialist  
City of Coral Gables  
Procurement Division  
2800 SW 72<sup>nd</sup> Avenue  
Miami, FL 33155  
Office: 305-460-5107 | Fax: 305-261-1601  
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# EXHIBIT 4



**Walker, Celeste**

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**From:** Gonzalez, Yusbel  
**Sent:** Wednesday, April 18, 2018 12:07 PM  
**To:** 'Carlos Arroyo (PW)'  
**Cc:** Jorge Gomez (PW); Walker, Celeste  
**Subject:** RE: Evaluation Committee for Disaster Debris Removal Services

Thank you Carlos. Really appreciate it.

Yusbel Gonzalez, CPPB  
Procurement Specialist  
City of Coral Gables  
Procurement Division  
2800 SW 72<sup>nd</sup> Avenue  
Miami, FL 33155  
Office: 305-460-5107 | Fax: 305-261-1601  
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**From:** Carlos Arroyo (PW) [mailto:[Carlos.Arroyo@cityofdoral.com](mailto:Carlos.Arroyo@cityofdoral.com)]  
**Sent:** Wednesday, April 18, 2018 10:01 AM  
**To:** Gonzalez, Yusbel  
**Cc:** Jorge Gomez (PW); Walker, Celeste  
**Subject:** RE: Evaluation Committee for Disaster Debris Removal Services

Good morning Yusbel,

No problem, I will help you out on Wednesday.

Respectfully,

Register **NOW** for the Step Up Doral Challenge!



**Carlos Arroyo, CFM**  
*Assistant Public Works Director/Chief of Construction*

**City of Doral**  
8401 NW 53<sup>rd</sup> Terrace  
Doral, FL 33166

T (305) 593-6740 Ext. 6007  
F (305) 593-6617  
[carlos.arroyo@cityofdoral.com](mailto:carlos.arroyo@cityofdoral.com)  
[www.cityofdoral.com](http://www.cityofdoral.com)

The City of Doral is on [Twitter](#), [Facebook](#) and [YouTube](#)!



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**From:** Gonzalez, Yusbel [<mailto:ygonzalez@coralgables.com>]  
**Sent:** Wednesday, April 18, 2018 8:34 AM  
**To:** Carlos Arroyo (PW) <[Carlos.Arroyo@cityofdoral.com](mailto:Carlos.Arroyo@cityofdoral.com)>  
**Cc:** Jorge Gomez (PW) <[Jorge.Gomez@cityofdoral.com](mailto:Jorge.Gomez@cityofdoral.com)>; Walker, Celeste <[cwalker@coralgables.com](mailto:cwalker@coralgables.com)>  
**Subject:** RE: Evaluation Committee for Disaster Debris Removal Services  
**Importance:** High

Good morning Carlos:

No problem; I certainly appreciate you getting back to me. Unfortunately, I have no one else. I just had two committee members cancel on me, and you are my other alternate. I ask please that you try your best to review the proposals prior to the meeting and be present for the evaluation committee meeting on April 25<sup>th</sup>.

We really appreciate your time and assistance with this process.

Sincerely,

Yusbel Gonzalez, CPPB  
Procurement Specialist  
City of Coral Gables  
Procurement Division  
2800 SW 72<sup>nd</sup> Avenue  
Miami, FL 33155  
Office: 305-460-5107 | Fax: 305-261-1601  
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**From:** Carlos Arroyo (PW) [<mailto:Carlos.Arroyo@cityofdoral.com>]  
**Sent:** Tuesday, April 17, 2018 4:04 PM  
**To:** Gonzalez, Yusbel

**Cc:** Jorge Gomez (PW); Walker, Celeste  
**Subject:** RE: Evaluation Committee for Disaster Debris Removal Services

Hi Yusbel,

Sorry for not responding before. I got the package yesterday or the day before. I am looking at my calendar to confirm I am available. I am in the middle of budget and will be out of town from Thursday until Monday, and will be back on the office on Tuesday. It would be a little tight for me because there are a couple of proposal to evaluate. If you can't find anyone else I can try to make my review on Tuesday next week to be ready for Wednesday. If you have someone else it would be better but if not I will try my best to evaluate all proposals. Let me know. Thank you.

Respectfully,

Register **NOW** for the Step Up Doral Challenge!



**Carlos Arroyo, CFM**  
*Assistant Public Works Director/Chief of Construction*

**City of Doral**  
8401 NW 53<sup>rd</sup> Terrace  
Doral, FL 33166  
T (305) 593-6740 Ext. 6009  
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[www.cityofdoral.com](http://www.cityofdoral.com)

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---

**From:** Gonzalez, Yusbel [<mailto:ygonzalez@coralgables.com>]  
**Sent:** Tuesday, April 17, 2018 3:30 PM  
**To:** Carlos Arroyo (PW) <[Carlos.Arroyo@cityofdoral.com](mailto:Carlos.Arroyo@cityofdoral.com)>  
**Cc:** Jorge Gomez (PW) <[Jorge.Gomez@cityofdoral.com](mailto:Jorge.Gomez@cityofdoral.com)>; Walker, Celeste <[cwalker@coralgables.com](mailto:cwalker@coralgables.com)>  
**Subject:** RE: Evaluation Committee for Disaster Debris Removal Services  
**Importance:** High

Good afternoon Carlos:

I spoke to Dulce from your office yesterday and today. She mentioned she would check with you to confirm you received the evaluation committee package delivered yesterday and that you are available for April 25<sup>th</sup>.

Can you please let me know if you will be able to participate? This is a very important project for the City.

Thank you for your assistance.

Sincerely,

Yusbel Gonzalez, CPPB  
Procurement Specialist  
City of Coral Gables  
Procurement Division  
2800 SW 72<sup>nd</sup> Avenue  
Miami, FL 33155  
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**From:** Gonzalez, Yusbel  
**Sent:** Thursday, April 12, 2018 3:18 PM  
**To:** 'Carlos Arroyo (PW)'  
**Cc:** 'Jorge Gomez (PW)'; Walker, Celeste; Flores, Vanessa  
**Subject:** RE: Evaluation Committee for Disaster Debris Removal Services  
**Importance:** High

Hello Carlos:

I am leaving the office for the day, and will not return until Monday.

If you are available to be in the Committee, please reply to all in this email. My co-worker Vanessa will FedEx the package to your office tomorrow; to be received by Monday.

Thanks!

Yusbel Gonzalez, CPPB  
Procurement Specialist  
City of Coral Gables  
Procurement Division  
2800 SW 72<sup>nd</sup> Avenue  
Miami, FL 33155  
Office: 305-460-5107 | Fax: 305-261-1601  
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**From:** Gonzalez, Yusbel  
**Sent:** Thursday, April 12, 2018 12:45 PM  
**To:** 'Carlos Arroyo (PW)'  
**Cc:** Jorge Gomez (PW); Walker, Celeste  
**Subject:** RE: Evaluation Committee for Disaster Debris Removal Services  
**Importance:** High

Good afternoon Carlos:

One of my primary evaluation committee members just cancelled on me. Are you still available to serve on the panel? We are meeting Wednesday, April 25<sup>th</sup> from 9 am to 12 pm. Please let me know as soon as you can.

Thanks!

Yusbel Gonzalez, CPPB  
Procurement Specialist  
City of Coral Gables  
Procurement Division  
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Miami, FL 33155  
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**From:** Carlos Arroyo (PW) [<mailto:Carlos.Arroyo@cityofdoral.com>]  
**Sent:** Monday, March 26, 2018 1:16 PM  
**To:** Gonzalez, Yusbel  
**Cc:** Jorge Gomez (PW)  
**Subject:** RE: Evaluation Committee for Disaster Debris Removal Services

Thank you.

Respectfully,

Register **NOW** for the Step Up Doral Challenge!



**Carlos Arroyo, CFM**  
*Assistant Public Works Director/Chief of Construction*

## City of Doral

8401 NW 53<sup>rd</sup> Terrace

Doral, FL 33166

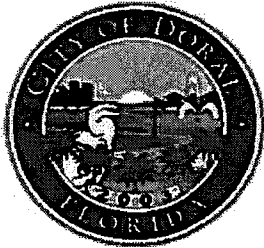
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**From:** Gonzalez, Yusbel [<mailto:ygonzalez@coralgables.com>]  
**Sent:** Monday, March 26, 2018 12:59 PM  
**To:** Carlos Arroyo (PW) <[Carlos.Arroyo@cityofdoral.com](mailto:Carlos.Arroyo@cityofdoral.com)>  
**Cc:** Jorge Gomez (PW) <[Jorge.Gomez@cityofdoral.com](mailto:Jorge.Gomez@cityofdoral.com)>  
**Subject:** RE: Evaluation Committee for Disaster Debris Removal Services

Good afternoon Carlos:

No need for apologies. I appreciate you getting back to me. Since my last follow-up, we were able to complete the Committee. However, I would like to list you as an *alternate* Committee member, in case any of the primary members can't make it. For now, I will send you the calendar invitation to place in your calendar. If we need you to come, I will contact you and provide you with the necessary documentation.

Sincerely,

Yusbel Gonzalez, CPPB  
Procurement Specialist  
City of Coral Gables  
Procurement Division  
2800 SW 72<sup>nd</sup> Avenue  
Miami, FL 33155  
Office: 305-460-5107 | Fax: 305-261-1601  
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**From:** Carlos Arroyo (PW) [<mailto:Carlos.Arroyo@cityofdoral.com>]  
**Sent:** Thursday, March 22, 2018 5:20 PM

**To:** Gonzalez, Yusbel  
**Cc:** Jorge Gomez (PW)  
**Subject:** RE: Evaluation Committee for Disaster Debris Removal Services

Good afternoon Yusbel,

I apologize for the late response. I am available. I will be out of town from the 19<sup>th</sup> but I will be back the 24<sup>th</sup>. Please send all of the details and a calendar invite. Thank you.

Respectfully,

Register **NOW** for the Step Up Doral Challenge!



**Carlos Arroyo, CFM**  
*Assistant Public Works Director/Chief of Construction*

**City of Doral**  
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[www.cityofdoral.com](http://www.cityofdoral.com)

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**From:** Gonzalez, Yusbel [<mailto:ygonzalez@coralgables.com>]  
**Sent:** Thursday, March 22, 2018 8:55 AM  
**To:** Carlos Arroyo (PW) <[Carlos.Arroyo@cityofdoral.com](mailto:Carlos.Arroyo@cityofdoral.com)>  
**Subject:** RE: Evaluation Committee for Disaster Debris Removal Services

Good morning Mr. Arroyo:

Hope all is well. Would you be available to assist in the Evaluation Committee for this project?

Thank you in advance for your help.

Sincerely,

Yusbel Gonzalez, CPPB  
Procurement Specialist  
City of Coral Gables  
Procurement Division  
2800 SW 72<sup>nd</sup> Avenue  
Miami, FL 33155  
Office: 305-460-5107 | Fax: 305-261-1601  
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---

**From:** Gonzalez, Yusbel  
**Sent:** Monday, March 19, 2018 11:20 AM  
**To:** 'Carlos Arroyo (PW)'  
**Subject:** Evaluation Committee for Disaster Debris Removal Services

Good morning Mr. Arroyo:

The City of Coral Gables has issued an Request for Proposals (RFP) for Disaster Debris Removal Services. We are currently working on putting together an Evaluation Committee in order to evaluate the forthcoming proposals for this RFP.

We have a tentative date for the Committee to meet on Wednesday, April 25th, 2018 from 9:00 AM to 1:00 PM. Would you be willing and able to serve on this committee?

Thank you in advance for your assistance. If you have any questions, please do not hesitate to contact me.

Sincerely,

Yusbel Gonzalez, CPPB  
Procurement Specialist  
City of Coral Gables  
Procurement Division  
2800 SW 72<sup>nd</sup> Avenue  
Miami, FL 33155  
Office: 305-460-5107 | Fax: 305-261-1601  
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# EXHIBIT 5

**Walker, Celeste**

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**From:** Gonzalez, Yusbel  
**Sent:** Wednesday, April 18, 2018 2:12 PM  
**To:** 'Carlos Arroyo (PW)'; Dannemiller, Brook; 'Olga.Espinosa-Anderson@miamidade.gov'; 'Tom Norman'; 'wasanders@miamigov.com'  
**Cc:** Walker, Celeste; Katsaris, Pamela; Flores, Vanessa  
**Subject:** RE: Evaluation Committee Meeting - RFP 2018-009 Disaster Debris Removal Services  
**Attachments:** (4) No Conflict of Interest Certification110817.docx

Dear Evaluation Committee members:

Today, we are a week away from the evaluation committee meeting. At your earliest opportunity, please remember to fill out the attached form and send me a scanned copy via email. The original form will be turned in to me on the day of the meeting.

We really appreciate your time and assistance with this process.

Thanks again,

Yusbel Gonzalez, CPPB  
Procurement Specialist  
City of Coral Gables  
Procurement Division  
2800 SW 72<sup>nd</sup> Avenue  
Miami, FL 33155  
Office: 305-460-5107 | Fax: 305-261-1601  
Email: [ygonzalez@coralgables.com](mailto:ygonzalez@coralgables.com)  
Website: [www.coralgables.com/procurement](http://www.coralgables.com/procurement)



Please Note: Florida has a very broad Public Records Law. Most written communications to or from State and Local Officials regarding State or Local business are public records available to the public and media upon request. Your email communications may therefore be subject to public disclosure.

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**From:** Gonzalez, Yusbel  
**Sent:** Thursday, April 12, 2018 3:25 PM  
**To:** 'Mark Spanioli (PW)'; Dannemiller, Brook; 'Olga.Espinosa-Anderson@miamidade.gov'; 'Tom Norman'  
**Cc:** Walker, Celeste; Katsaris, Pamela; Flores, Vanessa  
**Subject:** RE: Evaluation Committee Meeting - RFP 2018-009 Disaster Debris Removal Services

Dear Evaluation Committee Members:

I sent you a revised calendar invitation. The meeting location for this meeting has changed to: **Coral Gables War Memorial Youth Center, Theater Room, 405 University Drive, Coral Gables, FL 33134**

Please refer to the attached diagram as well as updated memo. The main entrance to this building is located on University Drive. Please have a picture I.D. ready to check in at the front counter. You will be directed to the theater from there.

Sincerely,

Yusbel Gonzalez, CPPB  
Procurement Specialist  
City of Coral Gables  
Procurement Division  
2800 SW 72<sup>nd</sup> Avenue  
Miami, FL 33155  
Office: 305-460-5107 | Fax: 305-261-1601  
Email: [ygonzalez@coralgables.com](mailto:ygonzalez@coralgables.com)  
Website: [www.coralgables.com/procurement](http://www.coralgables.com/procurement)



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**From:** Gonzalez, Yusbel  
**Sent:** Wednesday, April 11, 2018 3:18 PM  
**To:** 'Mark Spanioli (PW)'; Dannemiller, Brook; 'Olga.Espinosa-Anderson@miamidade.gov'; 'Tom Norman'; Santamaria, Eduardo  
**Cc:** Walker, Celeste; Katsaris, Pamela  
**Subject:** RE: Evaluation Committee Meeting - RFP 2018-009 Disaster Debris Removal Services  
**Importance:** High

Dear Evaluation Committee Members:

Last Thursday, April 5<sup>th</sup>, the City received and opened a total of eight (8) proposals for this project. Your respective evaluation committee packages have been prepared and scheduled for delivery as shown below. Upon receipt of your package, please fill out the attached No Conflict of Interest form and return a scanned copy to me by no later than Monday, April 16<sup>th</sup>. The original copy may be handed to me the day of the meeting.

Tom/Olga/Mark: the box labeled as number "1" contains a white, three ring binder, with the attached Memo in the front. This package contains important instructions for you, as well as a copy of the RFP and Addenda.

Ed and Brook: I delivered all proposals in one box to your office; the 3 ring white binder is inside that box.

**Tracking/Delivery:**

Tom Norman: delivery by 4/12/18 via FedEx  
771972480221 (1 of 3)  
771972480942 (2 of 3)  
771972480817 (3 of 3)

Olga Espinosa-Anderson: delivery by 4/12/18 via FedEx  
771972577982 (1 of 3)  
771972577434 (2 of 3)  
771972577916 (3 of 3)

Mark Spanioli: delivery by 4/12/18 via FedEx  
771972635360 (1 of 4)

771972636390 (2 of 4)  
771972636275 (3 of 4)  
771972636551 (4 of 4)

Eduardo Santamaria: delivered to your office today

Brook Dannemiller: delivered to your office today.

If you have any questions, please feel free to contact me. Also, please remember that this solicitation is under the City's Cone of Silence.

Sincerely,

Yusbel Gonzalez, CPPB  
Procurement Specialist  
City of Coral Gables  
Procurement Division  
2800 SW 72<sup>nd</sup> Avenue  
Miami, FL 33155  
Office: 305-460-5107 | Fax: 305-261-1601  
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Website: [www.coralgables.com/procurement](http://www.coralgables.com/procurement)



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**From:** Gonzalez, Yusbel  
**Sent:** Thursday, March 22, 2018 2:16 PM  
**To:** 'Mark Spanioli (PW)'; Dannemiller, Brook; 'Olga.Espinosa-Anderson@miamidade.gov'; 'Tom Norman'; Santamaria, Eduardo  
**Cc:** Walker, Celeste; Katsaris, Pamela  
**Subject:** Evaluation Committee Meeting - RFP 2018-009 Disaster Debris Removal Services  
**Importance:** High

Dear Evaluation Committee Members:

You have been selected to participate as an Evaluation Committee member for the evaluation of proposals under RFP 2018-001 of Disaster Debris Monitoring Services. Currently, proposals are scheduled to be received by the City on Thursday, April 5<sup>th</sup>, 2018. All Committee members have confirmed availability for Wednesday, April 25<sup>th</sup>, 2018 to meet. I anticipate the meeting to be from 9:00 AM to 1:00 PM. In this meeting, the Committee will discuss each of the Proposals, and then score and rank. If it's the consensus of the Committee on the day of the meeting, short-listed firms will either be recommended for award; OR invited back for Oral Presentations at a later date and time.

After this email, I will be sending a meeting invitation via Outlook. Once the proposals are received, I will prepare your individual packages and send them to your respective locations.

Please also be reminded that this RFP is under the City's Cone of Silence (copy attached). As such, an evaluation committee member cannot communicate with any potential offeror, vendor, service provider, bidder, lobbyist,

consultant, city commissioner. Any questions or inquiries that you receive pertaining to this RFP (before and after the meeting), please refer them immediately to my attention.

Thank you for your assistance with this process.

Sincerely,

Yusbel Gonzalez, CPPB  
Procurement Specialist  
City of Coral Gables  
Procurement Division  
2800 SW 72<sup>nd</sup> Avenue  
Miami, FL 33155  
Office: 305-460-5107 | Fax: 305-261-1601  
Email: [ygonzalez@coralgables.com](mailto:ygonzalez@coralgables.com)  
Website: [www.coralgables.com/procurement](http://www.coralgables.com/procurement)



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# EXHIBIT 6

**EVALUATION COMMITTEE (BACKGROUND)  
RFP 2018-009 Disaster Debris Removal Services**

Exhibit 6

Name	Title	Organization	Background
Wade L. Sanders	Assistant Director of Maintenance Operations	City of Miami, Public Works Department	Eight plus years of experience in, at a management level, in Public Works in various agencies, including the City of Miami, City of Sunny Isles, and the City of Hollywood. Bachelor of Science, North Carolina Central University, Durham, North Carolina. Experiencing with overseeing multiple divisions in Public Works, including but not limited to administration, facility maintenance, street maintenance, construction maintenance, fleet maintenance, transportation, city engineering, and stormwater.
Brook Dannemiller, RLA, LEED AP	Landscape Services Director / Acting Assistant Public Works Director - Field Services	City of Coral Gables, Public Works Department	Brook Dannemiller is a registered landscape architect and LEED Accredited Professional with fifteen years of landscape architecture and planning experience in both the private and public sector. In his role at the City of Coral Gables as Acting Assistant Public Works Director - Field Services, he is responsible for landscape maintenance operations citywide; managing the City's urban forest of over 38,000 trees; garbage, recycling, and bulk trash collection; and hurricane debris clean-up, processing, and disposal. Private sector projects included community design and planning, streetscapes, parks, and landscape design. Mr. Dannemiller has a B.S. in Landscape Architecture from Cornell University.
Olga Espinosa-Anderson, MPA, CPPB	Division Director	Miami-Dade County Solid Waste Management	November 2008 to Present (Current Position)  Responsible for the oversight and administration of the Procurement and Contracts Management Division to include supervision of staff to ensure accuracy and compliance with Master Procurement Implementing Order 3-38, as well as approving them in ADPICS when needed; Overseeing the management of contracts totaling over \$557M for the procurement of goods and services; overseeing the procurement of construction services for projects totaling over \$10.3, with a five-year capital program of approximately \$240.M, to ensure compliance with Administrative Order 3-39; managing the bid review process to ensure adequate departmental contractual allocations; completing contract modifications and routing for Department Director's signature; preparing and monitoring yearly divisional budget; procuring goods and services on behalf of the department via the use of a Purchasing Card in accordance with the guidelines set forth in Administrative Order 3-35; completing monthly reconciliation of Purchasing Card for management and Finance Department review, as well as quarterly audit of all departmentally issued purchasing cards; drafting memos for upper management; chairing quarterly departmental procurement meetings with other divisions; representing the Department at various meetings; and other related duties as needed.
Tom Norman	VP of Operations	Skeletal Dynamics, LLC	1987-1997 – Florida Power and Light. Service Planner (designed overhead and underground electrical distributions systems); Major Account Manager (liaison between FPL and multiple local municipalities, including City of Coral Gables prior to and during Hurricane Andrew); Construction Services Representative (awarding construction bids & overseeing utility construction projects).  1997-2007 – Boston Scientific. Sr. Manufacturing Engineer (optimized production lines for hi-tech medical devices); Operations Manager (ran business unit for all OEM activities); Director of Operations (responsible for all buying & planning, engineering, and production activities of 1,500 employee, 350K sq. ft. manufacturing facility. Directly responsible for Business



**EVALUATION COMMITTEE (BACKGROUND)**  
**RFP 2018-009 Disaster Debris Removal Services**

			<p>Continuity Planning including Disaster Preparation &amp; Response activities during 9/11, Hurricane Katrina, and Hurricane Wilma). Director of Manufacturing Engineering (managed team of 120 engineers &amp; technicians as well as 100 engineering contractors.)</p> <p>2007-Date – Skeletal Dynamics. Cofounder and currently VP of Operations. Manage multimillion dollar purchasing organization, sourcing items from 30+ foreign and domestic manufacturers. Team issues and processes over 350 RFQ's and PO's annually. Also oversee customer service, logistics, and project management.</p> <p>Mr. Norman attended University of Miami in Coral Gables, Florida where he obtained his MBA, Business degree in 2003. He also possesses a Bachelor of Science in Industrial Engineering (BSIE) degree from Georgia Institute of Technology, 1987.</p>
Carlos Arroyo, CFM	Assistant Director	City of Doral Public Works	<p>October 2016 to Present (Current Position)</p> <p>Over 14 years of project management and program management experience. Over 1.5 years of experience in managing the City of Doral Public Works Department day to day operations. Over 6 years of experience as the City of Doral Stormwater Utility Manager, preparing and managing the Stormwater Utility budget, stormwater engineering processes such as design and inspection, construction contracts, maintenance programs, and the National Pollutant Discharge Elimination System (NPDES) permit requirements. 2 years of experience as the City of Doral Public Works Department Project Inspector, supervising and managing the City's public right-of-way construction and maintenance contracts. 5 years of experience in the construction industry as project engineer and project manager on industrial and commercial projects.</p>

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# EXHIBIT 7

**7.3 Evaluation Criteria**

Proposals will be scored and ranked by the Evaluation Committee, based on the following criteria and points:

Category		Points
a)	Experience & Qualifications	30
b)	Project Understanding, Proposed Approach, and Methodology	35
c)	Past Performance and References	20
d)	Price Proposal	15
Total Points		100

**Proposer Evaluation Criteria Breakdown**

**a) Experience and Qualifications**

- Company history and description, including, but not limited to, the number of years in business, size, number of employees, office location, copy of applicable licenses/certifications, credentials, capabilities and capacity to meet the City's needs.
- Proposer's relevant knowledge and experience in providing the services described in the "Scope of Services" to public sector agencies similar in size to the City of Coral Gables. Including, but not limited to:
  - establishing and operating multiple Debris Management Sites (DMS);
  - regulations affecting the removal, processing and disposal of mixed debris;
  - filing and receiving federal and state reimbursements for disaster recovery work, including preparing and submitting federal/state project work sheets;
  - assessing, removing and disposing of specialty debris including hazardous materials, dead animals, hazardous stumps and submerged debris; demolition of structures, and debris removal from private property (right-of-entry programs) and publicly owned property (other than rights-of-way);
  - assisting governmental entities in providing community relations including the company's ability to create audio/visual presentations and fact sheets;
  - Providing human support activities such as food, water and sanitation services.
- Proposer's professional development program, including policy/procedures/measures in place ensuring all key personnel assigned to the City have continuing education and receive specialized training in the services solicited herein.
- Proposer's financial stability and bonding capacity.
- Qualifications and experience of all proposed key personnel (including sub-contractors).

**b) Project Understanding, Proposed Approach, and Methodology.**

- Proposer's overall detailed approach to perform the services and tasks solicited herein, including, but not limited to: understanding of the RFP scope and requirements, strategies for assuring assigned work is completed on time, communication with City staff, and how the Proposer intends to positively and innovatively work with the City in providing the services outlined in this RFP.
- Proposer's Mobilization/Operation Plan, including but not limited to:
  - Proposer's mobilization/operation procedures following a disaster event.
  - Breakdown of the time required to perform each task including guaranteed times to mobilize the Proposer's forces, to establish an onsite emergency response and communication center, to mobilize recovery equipment, to establish Debris Management Sites (DMS), and to mobilize subcontractors.

---

# EXHIBIT 8

**RATING GUIDELINES  
EVALUATION OF PROPOSALS  
RFP 2018-009 DISASTER DEBRIS REMOVAL SERVICES**

	<b>Experience &amp; Qualifications Max Points: 30</b>	<b>Project Understanding, Proposed Approach and Methodology Max Points: 35</b>	<b>Past Performance and References Max Points: 20</b>	<b>Price Proposal Max Points: 15</b>
<b>Excellent</b>	27.5-30	31.5-35	18.5-20	13.5-15
<b>Good</b>	21.5-27	24.5-31	14.5-18	10.5-13
<b>Fair</b>	15.5-21	17.5-21	10.5-14	7.5-10
<b>Poor</b>	0-15	0-17	0-10	0-7

**Excellent:** The proposal's response to the criteria is complete and well defined, providing relevant supporting details and examples. The response to this criteria indicates a high prospect for outstanding performance on the resulting contract. The expectations for this criteria are clearly met or exceeded.  
*100-90% of points available for the category*

**Good:** The proposal's response to the criteria is generally complete and well defined, providing reasonably well developed responses with a good amount of relevant supporting details and examples. The response to this criteria indicates a moderate to high prospect for good performance on the resulting contract. Most of the expectations are met for this criteria.  
*89-70% of points available for the category*

**Fair:** The proposal's response to the criteria is fairly complete, but lacking some definition or clarity. The response is not well developed to address the criteria and provides limited supporting details and examples. The response to this criteria indicates a prospect of achieving satisfactory performance on the resulting contract, but there may also be some risk. Few of the expectations are demonstrated to be met for this criteria.  
*69-50% of points available for the category*

**Poor:** The proposal's response to the criteria is not complete or provides minimal information, lacking sufficient details and examples. The response to this criteria indicates a moderate to high risk of not achieving satisfactory performance on the resulting contract. Does not demonstrate ability to meet expectations for this criteria.  
*49% or below of the points available for the category*

---

# EXHIBIT 9

## **EVALUATION COMMITTEE INSTRUCTION SHEET**

### **RFP 2018-009 DISASTER DEBRIS REMOVAL SERVICES**

#### **SELECTION COMMITTEE OBJECTIVE**

Members are responsible for rating and ranking all proposals submitted for their review while following the evaluation guidelines outlined in the solicitation. The Committee will submit the results of their evaluation which will be utilized to determine the next actions in the process.

#### **CONE OF SILENCE – REFER TO SECTION 2-1059 OF THE PROCUREMENT CODE**

The Cone of Silence **prohibits any communication** regarding a particular request for proposals (RFP), request for qualifications (RFQ), invitation for bids (IFB) or any other advertised solicitation between a potential offeror, vendor, service provider, bidder, lobbyist, or consultant and city department heads, their staff, selection committee or evaluation committee members;

Any communication regarding a particular request for proposals (RFP), request for qualifications (RFQ), invitation for bids (IFB) or any other advertised solicitation between the city commissioners and city department heads, the city departments' staff, selection committee or evaluation committee members.

#### **INSTRUCTIONS**

- Read everything included in this packet. You will need all the information to be able to evaluate the proposals correctly.
- Do your evaluation independently. Review the solicitation, including any addenda.
- Begin an initial scoring as part of you independent review in pencil. You will have an opportunity to ask questions during the evaluation session and may want to change your scores. Please be sure to follow the rating guidelines included in your package when preparing your scores.
- The Committee meetings are publicly noticed meetings (not public hearings). As such, members of the public may choose to attend, but will not be allowed to address the Committee.

#### **Included in Packet**

Meeting Agenda

No Conflict of Interest Certification

Score Sheet

Rating Guidelines

Cone of Silence Section 2-1059

Client Reference Forms (received to date)

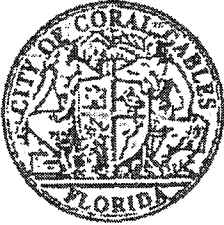
The City's responsiveness Spreadsheet (will be emailed)

#### **Project Documents**

- RFP 2018-009 Disaster Debris Removal Services – City's advertised Package
- Two (2) Addendums
- Proposers Response to the RFP (total of 8)

# EXHIBIT 10





**CITY OF CORAL GABLES  
PROCUREMENT DIVISION**

**NO CONFLICT OF INTEREST CERTIFICATION**

**RFP NO: 2018-009  
RFP TITLE: Disaster Debris Removal Services**

I, Carlos Arroyo, as an Evaluation Committee Member, for the above referenced RFP, hereby declare that I have carefully reviewed the firms and their proposals and determined that I do not have a conflict of interest as defined in Section 2-233. - Actions prohibited when financial interests involved as follows:

"No advisory personnel, autonomous personnel, candidate, commissioner, departmental personnel, employees, or quasijudicial personnel shall participate in any official action directly or indirectly affecting a business in which that person or any member of the immediate family has a financial interest. A financial interest is defined in this subsection to include, but not be limited to, any direct or indirect interest in any investment, equity, or debt",

with any of the firms being evaluated. The following firms have submitted proposals in response to the above-referenced RFP:

AshBritt, Inc.	D&J Enterprises, Inc.
Arbor Tree & Land, Inc. (ATL)	DRC Emergency Services, LLC
Ceres Environmental Services, Inc.	Phillips and Jordan, Inc.
CrowderGulf Joint Venture, Inc.	T.F.R. Enterprises, Inc.

City Code Section 2-225 defines immediate family as follows: the spouse, parents, children, brothers and sisters of the person involved, domestic partner, stepparents, stepchildren, uncle, aunt, mother-in-law, father-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law.

Should a conflict arise prior to the Evaluation Committee Meeting(s), I will immediately recuse myself. I understand that I shall not recommend, vote or otherwise participate in the decision to make any contract between the City and any business or entity in which I have a personal or financial conflict of interest.

Committee Member Signature: \_\_\_\_\_

*Carlos Arroyo*

Date: \_\_\_\_\_

4/18/18



**CITY OF CORAL GABLES  
PROCUREMENT DIVISION**

**NO CONFLICT OF INTEREST CERTIFICATION**

**RFP NO: 2018-009**

**RFP TITLE: Disaster Debris Removal Services**

I, Wade L. Sanderson as an Evaluation Committee Member, for the above referenced RFP, hereby declare that I have carefully reviewed the firms and their proposals and determined that I do not have a conflict of interest as defined in Section 2-233. - Actions prohibited when financial interests involved as follows:

"No advisory personnel, autonomous personnel, candidate, commissioner, departmental personnel, employees, or quasijudicial personnel shall participate in any official action directly or indirectly affecting a business in which that person or any member of the immediate family has a financial interest. A financial interest is defined in this subsection to include, but not be limited to, any direct or indirect interest in any investment, equity, or debt",

with any of the firms being evaluated. The following firms have submitted proposals in response to the above-referenced RFP:

AshBritt, Inc.	D&J Enterprises, Inc.
Arbor Tree & Land, Inc. (ATL)	DRC Emergency Services, LLC
Ceres Environmental Services, Inc.	Phillips and Jordan, Inc.
CrowderGulf Joint Venture, Inc.	T.F.R. Enterprises, Inc.

City Code Section 2-225 defines immediate family as follows: the spouse, parents, children, brothers and sisters of the person involved, domestic partner, stepparents, stepchildren, uncle, aunt, mother-in-law, father-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law.

Should a conflict arise prior to the Evaluation Committee Meeting(s), I will immediately recuse myself. I understand that I shall not recommend, vote or otherwise participate in the decision to make any contract between the City and any business or entity in which I have a personal or financial conflict of interest.

Committee Member Signature: Wade L. Sanderson

Date: 4/25/18



**CITY OF CORAL GABLES  
PROCUREMENT DIVISION**

**NO CONFLICT OF INTEREST CERTIFICATION**

**RFP NO: 2018-009**

**RFP TITLE: Disaster Debris Removal Services**

I, THOMAS H. NORMAN, as an Evaluation Committee Member, for the above referenced RFP, hereby declare that I have carefully reviewed the firms and their proposals and determined that I do not have a conflict of interest as defined in Section 2-233. - Actions prohibited when financial interests involved as follows:

"No advisory personnel, autonomous personnel, candidate, commissioner, departmental personnel, employees, or quasijudicial personnel shall participate in any official action directly or indirectly affecting a business in which that person or any member of the immediate family has a financial interest. A financial interest is defined in this subsection to include, but not be limited to, any direct or indirect interest in any investment, equity, or debt",

with any of the firms being evaluated. The following firms have submitted proposals in response to the above-referenced RFP:

AshBritt, Inc.	D&J Enterprises, Inc.
Arbor Tree & Land, Inc. (ATL)	DRC Emergency Services, LLC
Ceres Environmental Services, Inc.	Phillips and Jordan, Inc.
CrowderGulf Joint Venture, Inc.	T.F.R. Enterprises, Inc.

City Code Section 2-225 defines immediate family as follows: the spouse, parents, children, brothers and sisters of the person involved, domestic partner, stepparents, stepchildren, uncle, aunt, mother-in-law, father-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law.

Should a conflict arise prior to the Evaluation Committee Meeting(s), I will immediately recuse myself. I understand that I shall not recommend, vote or otherwise participate in the decision to make any contract between the City and any business or entity in which I have a personal or financial conflict of interest.

Committee Member Signature: Thomas Norman

Date: Apr. 25, 2018



**CITY OF CORAL GABLES  
PROCUREMENT DIVISION**

**NO CONFLICT OF INTEREST CERTIFICATION**

**RFP NO: 2018-009**

**RFP TITLE: Disaster Debris Removal Services**

I, Brook Dannewiller, as an Evaluation Committee Member, for the above referenced RFP, hereby declare that I have carefully reviewed the firms and their proposals and determined that I do not have a conflict of interest as defined in Section 2-233. - Actions prohibited when financial interests involved as follows:

"No advisory personnel, autonomous personnel, candidate, commissioner, departmental personnel, employees, or quasijudicial personnel shall participate in any official action directly or indirectly affecting a business in which that person or any member of the immediate family has a financial interest. A financial interest is defined in this subsection to include, but not be limited to, any direct or indirect interest in any investment, equity, or debt".

with any of the firms being evaluated. The following firms have submitted proposals in response to the above-referenced RFP:

AshBritt, Inc.	D&J Enterprises, Inc.
Arbor Tree & Land, Inc. (ATL)	DRC Emergency Services, LLC
Ceres Environmental Services, Inc.	Phillips and Jordan, Inc.
CrowderGulf Joint Venture, Inc.	T.F.R. Enterprises, Inc.

City Code Section 2-225 defines immediate family as follows: the spouse, parents, children, brothers and sisters of the person involved, domestic partner, stepparents, stepchildren, uncle, aunt, mother-in-law, father-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law.

Should a conflict arise prior to the Evaluation Committee Meeting(s), I will immediately recuse myself. I understand that I shall not recommend, vote or otherwise participate in the decision to make any contract between the City and any business or entity in which I have a personal or financial conflict of interest.

Committee Member Signature: \_\_\_\_\_

Date: 4/16/18



**CITY OF CORAL GABLES  
PROCUREMENT DIVISION**

**NO CONFLICT OF INTEREST CERTIFICATION**

**RFP NO: 2018-009**

**RFP TITLE: Disaster Debris Removal Services**

I, Olga Espinosa Anderson as an Evaluation Committee Member, for the above referenced RFP, hereby declare that I have carefully reviewed the firms and their proposals and determined that I do not have a conflict of interest as defined in Section 2-233. - Actions prohibited when financial interests involved as follows:

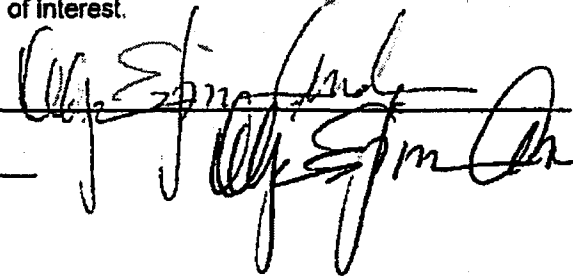
"No advisory personnel, autonomous personnel, candidate, commissioner, departmental personnel, employees, or quasijudicial personnel shall participate in any official action directly or indirectly affecting a business in which that person or any member of the immediate family has a financial interest. A financial interest is defined in this subsection to include, but not be limited to, any direct or indirect interest in any investment, equity, or debt",

with any of the firms being evaluated. The following firms have submitted proposals in response to the above-referenced RFP:

- |                                    |                             |
|------------------------------------|-----------------------------|
| AshBritt, Inc.                     | D&J Enterprises, Inc.       |
| Arbor Tree & Land, Inc. (ATL)      | DRC Emergency Services, LLC |
| Ceres Environmental Services, Inc. | Phillips and Jordan, Inc.   |
| CrowderGulf Joint Venture, Inc.    | T.F.R. Enterprises, Inc.    |

City Code Section 2-225 defines immediate family as follows: the spouse, parents, children, brothers and sisters of the person involved, domestic partner, stepparents, stepchildren, uncle, aunt, mother-in-law, father-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law.

Should a conflict arise prior to the Evaluation Committee Meeting(s), I will immediately recuse myself. I understand that I shall not recommend, vote or otherwise participate in the decision to make any contract between the City and any business or entity in which I have a personal or financial conflict of interest.

Committee Member Signature:   
Date: 4/18/18  
4/25/18

---

# EXHIBIT 11

**Walker, Celeste**

---

**From:** Gonzalez, Yusbel  
**Sent:** Tuesday, April 24, 2018 11:45 AM  
**To:** 'Tom Norman'  
**Cc:** Walker, Celeste  
**Subject:** RE: Evaluation Committee Meeting - RFP 2018-009 Disaster Debris Removal Services

Good morning Mr. Norman:

We certainly appreciate your attention to detail. However, since we are under the Cone of Silence, this is not the venue to address your questions. At tomorrow's public meeting, where the Cone of Silence will be lifted, you may pose your questions and I will then address them accordingly.

Thank you and we look forward to seeing you tomorrow.

Sincerely,

Yusbel Gonzalez, CPPB  
Procurement Specialist  
City of Coral Gables  
Procurement Division  
2800 SW 72<sup>nd</sup> Avenue  
Miami, FL 33155  
Office: 305-460-5107 | Fax: 305-261-1601  
Email: [ygonzalez@coralgables.com](mailto:ygonzalez@coralgables.com)  
Website: [www.coralgables.com/procurement](http://www.coralgables.com/procurement)



Please Note: Florida has a very broad Public Records Law. Most written communications to or from State and Local Officials regarding State or Local business are public records available to the public and media upon request. Your email communications may therefore be subject to public disclosure.

---

**From:** Tom Norman [<mailto:TNorman@skeletaldynamics.com>]  
**Sent:** Monday, April 23, 2018 9:12 PM  
**To:** Gonzalez, Yusbel  
**Subject:** Re: Evaluation Committee Meeting - RFP 2018-009 Disaster Debris Removal Services

Has staff modeled each Proposer's pricing, using Hurricane Irma's statistics?

In other words, what would we have paid each of the Proposers had they been our primary contractor for Hurricane Irma?

Also, what was the contractor for Irma, and why didn't that firm request CofCG to provide a letter of recommendation? Would that have been inappropriate? If one of these Proposers was our last contractor, I would be interested to know if the City was satisfied with their work.

Thanks,  
Tom

- Tom

On Thu, Apr 19, 2018 at 11:46 AM -0400, "Gonzalez, Yusbel" <[ygonzalez@coralgables.com](mailto:ygonzalez@coralgables.com)> wrote:

Dear Evaluation Committee Members:

Enclosed, for your reference are the following documents:

- Responsiveness Review Spreadsheet (documenting review performed by Procurement of each proposal)
- Proposal Pricing Tabulation (all pricing from each proposer tabulated)
- Client References (reference forms received after your evaluation committee packages were delivered)

Copies of the above documents will be provided to you the day of the meeting. But they are being provided to you now to assist you with your evaluation of the proposals.

Sincerely,

Yusbel Gonzalez, CPPB  
Procurement Specialist  
City of Coral Gables  
Procurement Division  
2800 SW 72<sup>nd</sup> Avenue  
Miami, FL 33155  
Office: 305-460-5107 | Fax: 305-261-1601  
Email: [ygonzalez@coralgables.com](mailto:ygonzalez@coralgables.com)  
Website: [www.coralgables.com/procurement](http://www.coralgables.com/procurement)



Please Note: Florida has a very broad Public Records Law. Most written communications to or from State and Local Officials regarding State or Local business are public records available to the public and media upon request. Your email communications may therefore be subject to public disclosure.

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**From:** Gonzalez, Yusbel  
**Sent:** Wednesday, April 18, 2018 2:12 PM  
**To:** 'Carlos Arroyo (PW)'; Dannemiller, Brook; 'Olga.Espinosa-Anderson@miamidade.gov'; 'Tom Norman'; 'wasanders@miamigov.com'  
**Cc:** Walker, Celeste; Katsaris, Pamela; Flores, Vanessa  
**Subject:** RE: Evaluation Committee Meeting - RFP 2018-009 Disaster Debris Removal Services

Dear Evaluation Committee members:

Today, we are a week away from the evaluation committee meeting. At your earliest opportunity, please remember to fill out the attached form and send me a scanned copy via email. The original form will be turned in to me on the day of the meeting.

We really appreciate your time and assistance with this process.

Thanks again,



Yusbel Gonzalez, CPPB  
Procurement Specialist  
City of Coral Gables  
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Miami, FL 33155  
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**From:** Gonzalez, Yusbel  
**Sent:** Thursday, April 12, 2018 3:25 PM  
**To:** 'Mark Spanioli (PW)'; Dannemiller, Brook; 'Olga.Espinosa-Anderson@miamidade.gov'; 'Tom Norman'  
**Cc:** Walker, Celeste; Katsaris, Pamela; Flores, Vanessa  
**Subject:** RE: Evaluation Committee Meeting - RFP 2018-009 Disaster Debris Removal Services

Dear Evaluation Committee Members:

I sent you a revised calendar invitation. The meeting location for this meeting has changed to: **Coral Gables War Memorial Youth Center, Theater Room, 405 University Drive, Coral Gables, FL 33134**

Please refer to the attached diagram as well as updated memo. The main entrance to this building is located on University Drive. Please have a picture I.D. ready to check in at the front counter. You will be directed to the theater from there.

Sincerely,

Yusbel Gonzalez, CPPB  
Procurement Specialist  
City of Coral Gables  
Procurement Division  
2800 SW 72<sup>nd</sup> Avenue  
Miami, FL 33155  
Office: 305-460-5107 | Fax: 305-261-1601  
Email: [ygonzalez@coralgables.com](mailto:ygonzalez@coralgables.com)  
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**From:** Gonzalez, Yusbel  
**Sent:** Wednesday, April 11, 2018 3:18 PM  
**To:** 'Mark Spanioli (PW)'; Dannemiller, Brook; 'Olga.Espinosa-Anderson@miamidade.gov'; 'Tom Norman'; Santamaria,

Eduardo

Cc: Walker, Celeste; Katsaris, Pamela

Subject: RE: Evaluation Committee Meeting - RFP 2018-009 Disaster Debris Removal Services

Importance: High

Dear Evaluation Committee Members:

Last Thursday, April 5<sup>th</sup>, the City received and opened a total of eight (8) proposals for this project. Your respective evaluation committee packages have been prepared and scheduled for delivery as shown below. Upon receipt of your package, please fill out the attached No Conflict of Interest form and return a scanned copy to me by no later than Monday, April 16<sup>th</sup>. The original copy may be handed to me the day of the meeting.

Tom/Olga/Mark: the box labeled as number "1" contains a white, three ring binder, with the attached Memo in the front. This package contains important instructions for you, as well as a copy of the RFP and Addenda.

Ed and Brook: I delivered all proposals in one box to your office; the 3 ring white binder is inside that box.

**Tracking/Delivery:**

Tom Norman: delivery by 4/12/18 via FedEx

771972480221 (1 of 3)

771972480942 (2 of 3)

771972480817 (3 of 3)

Olga Espinosa-Anderson: delivery by 4/12/18 via FedEx

771972577982 (1 of 3)

771972577434 (2 of 3)

771972577916 (3 of 3)

Mark Spanioli: delivery by 4/12/18 via FedEx

771972635360 (1 of 4)

771972636390 (2 of 4)

771972636275 (3 of 4)

771972636551 (4 of 4)

Eduardo Santamaria: delivered to your office today

Brook Dannemiller: delivered to your office today.

If you have any questions, please feel free to contact me. Also, please remember that this solicitation is under the City's Cone of Silence.

Sincerely,

Yusbel Gonzalez, CPPB

Procurement Specialist

City of Coral Gables

Procurement Division

2800 SW 72<sup>nd</sup> Avenue

Miami, FL 33155

Office: 305-460-5107 | Fax: 305-261-1601

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**From:** Gonzalez, Yusbel  
**Sent:** Thursday, March 22, 2018 2:16 PM  
**To:** 'Mark Spanioli (PW)'; Dannemiller, Brook; 'Olga.Espinosa-Anderson@miamidade.gov'; 'Tom Norman'; Santamaria, Eduardo  
**Cc:** Walker, Celeste; Katsaris, Pamela  
**Subject:** Evaluation Committee Meeting - RFP 2018-009 Disaster Debris Removal Services  
**Importance:** High

Dear Evaluation Committee Members:

You have been selected to participate as an Evaluation Committee member for the evaluation of proposals under RFP 2018-001 of Disaster Debris Monitoring Services. Currently, proposals are scheduled to be received by the City on Thursday, April 5<sup>th</sup>, 2018. All Committee members have confirmed availability for Wednesday, April 25<sup>th</sup>, 2018 to meet. I anticipate the meeting to be from 9:00 AM to 1:00 PM. In this meeting, the Committee will discuss each of the Proposals, and then score and rank. If it's the consensus of the Committee on the day of the meeting, short-listed firms will either be recommended for award; OR invited back for Oral Presentations at a later date and time.

After this email, I will be sending a meeting invitation via Outlook. Once the proposals are received, I will prepare your individual packages and send them to your respective locations.

Please also be reminded that this RFP is under the City's Cone of Silence (copy attached). As such, an evaluation committee member cannot communicate with any potential offeror, vendor, service provider, bidder, lobbyist, consultant, city commissioner. Any questions or inquiries that you receive pertaining to this RFP (before and after the meeting), please refer them immediately to my attention.

Thank you for your assistance with this process.

Sincerely,

Yusbel Gonzalez, CPPB  
Procurement Specialist  
City of Coral Gables  
Procurement Division  
2800 SW 72<sup>nd</sup> Avenue  
Miami, FL 33155  
Office: 305-460-5107 | Fax: 305-261-1601  
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CITY OF CORAL GABLES  
RECEIVED BY THE  
OFFICE OF THE CITY CLERK

PANZA, MAURER & MAYNARD P.A.  
ATTORNEYS AND COUNSELORS

2018 MAY -9 PM 2:09

TALLAHASSEE  
201 East Park Avenue  
Suite 200  
Tallahassee, Florida 32301  
(850) 681-0980  
Fax (850) 681-0983

FORT LAUDERDALE  
Coastal Towers | Suite 905  
2400 East Commercial Boulevard  
Fort Lauderdale, Florida 33308  
(954) 390-0100 Fax (954) 390-7991

MIAMI-DADE  
Two Alhambra Plaza  
Suite 102  
Coral Gables, FL 33134  
(786) 534-6162

Please reply to Fort Lauderdale Office

May 9, 2018

**Via HAND DELIVERY  
and Electronic Mail: [cityclerk@coralgables.com](mailto:cityclerk@coralgables.com)**

Walter Foeman, City Clerk  
City of Coral Gables  
405 Biltmore Way, First Floor  
Coral Gables, FL 33134

**Via U.S. Mail & Electronic Mail: [ygonzalez@coralgables.com](mailto:ygonzalez@coralgables.com)**

Yusbel Gonzalez  
Procurement Specialist  
City of Coral Gables  
Procurement Office  
2800 S.W. 72<sup>nd</sup> Avenue  
Miami, FL 33155

**Re: Ashbritt, Inc. Formal Written Protest Letter  
Pertaining to City of Coral Gables, Florida RFP No. 2018-009  
Disaster Debris Removal Services**

Dear Mr. Foeman:

On behalf of our client, Ashbritt, Inc. ("Ashbritt"), we hereby submit Ashbritt's formal written protest objecting to the Notice of Proposed Award (the "Proposed Recommendation") posted on May 1, 2018 in connection with the City of Coral Gables, Florida's (the "City") Request for Proposals No. 2018-009 – Disaster Debris Removal Services (the "RFP" or "Solicitation"). This formal written protest is timely filed within five (5) calendar days of the filing of Ashbritt's Notice of Intent to Protest the Proposed Recommendation pursuant to Section 2-910(c) and (d) of the Coral Gables Code of Ordinances (the "Code"), as incorporated into the Solicitation. Ashbritt protests the Proposed Recommendation's determination that Ashbritt should be awarded a tertiary, as opposed to primary, contract for Disaster Debris Removal Services under the Solicitation.

The basis and grounds for Ashbritt's protest include, but are not limited to, the following factual and legal grounds:

## FACTUAL GROUNDS

1. The Solicitation requires the appointment of an Evaluation Committee ("EC") to rank the proposals submitted in response to the Solicitation. Solicitation, Section 7.2. "An [EC], appointed by the Procurement Officer or designee, will meet to evaluate all responsive submittals received in accordance with the requirements set forth in the [S]olicitation." (Exhibit A hereto). The Solicitation is silent as to the composition of the EC, the number of members thereof, or their relationship or affiliation with the City. Code Section 2-687(f) is likewise silent on the composition of the EC, and states simply that the "procurement officer shall appoint an evaluation committee." Code Section 2-496 provides that "*Procurement officer* means the person holding the position as the director of the finance department of the City of Coral Gables, or the duly authorized designee, assuming the responsibility for procuring supplies, equipment, services and construction, and recommending contract approval by the city manager."

The current director of the City's finance department is Dianna M. Gomez. There is no evidence or indication that Ms. Gomez played any role in the process of selecting the EC whatsoever. In the Solicitation, Yusbel Gonzalez is identified as the procurement specialist. Based upon a review of the public records produced by the City with respect to this procurement, Mr. Gonzalez appears to have selected the initial members of the EC. (Exhibit B hereto). The selection and appointment of the initially selected EC members was approved by Celeste Walker, Assistant Finance Director for Procurement.

After regarding resignation of original EC member, Mark Spanioli<sup>1</sup>, Wade Sanders was selected to serve on the EC. There is also no indication that Ms. Walker, ultimately approved the replacement of Mark Spanioli with Wade Sanders, despite having approved the original members of the EC. There are no emails or letters in the Evaluation Committee correspondence section of the City's public records response to Mr. Sanders, and thus no way to know when Mr. Sanders was actually appointed to the EC or received the Solicitation documents or the proposals submitted in response thereto.

2. A Public Notice of meeting of the EC was issued, which did not identify the members of the EC. When the EC finally met on April 25, 2018, there were five (5) EC members:
  - A. Brook Dannemiller, City of Coral Gables, Acting Assistant Public Works Director;
  - B. Wade L. Sanders – City of Miami Assistant Director;
  - C. Carlos Arroyo – City of Doral Assistant Public Works Director;
  - D. Olga Espinosa-Anderson – Miami-Dade County Division Director of Solid Waste Procurement; and
  - E. Thomas H. Norman.

---

<sup>1</sup> Mr. Spanioli resigned due to a medical conflict on April 17, 2018, a week prior to the EC meeting.

Of the EC members, only Mr. Dannemiller is an employee of the City of Coral Gables. Mr. Sanders, Mr. Arroyo and Ms. Espinosa-Anderson are officials from other local municipalities. Given the importance of this procurement to the City of Coral Gables, especially in light of Hurricane Irma, it is difficult to understand why only a single member of the EC with subject matter experience in solid waste management, disaster remediation was from the City of Coral Gables.

The fifth member, Thomas H. Norman, is unaffiliated with any municipal government position and appears to be a citizen and resident of the City of Coral Gables. As stated at the EC meeting, he is a vice-president of Skeletal Dynamics, a Miami based orthopedic products/medical engineering company. (Exhibit C hereto)<sup>2</sup>. Lacking in any relevant solid waste or disaster remediation experience, let alone governmental procurement standards, Mr. Norman was unqualified to serve on the EC and his presence was unduly prejudicial to Ashbritt, as further discussed below.

3. Prior to the EC meeting on April 25, 2018, on April 11, 2018 Mr. Gonzalez had delivered to each EC member a package of documents regarding the Solicitation, including all proposals submitted. That transmittal is evidenced in the email string with Mr. Norman attached hereto as Exhibit D. Included therein were various documents, including:

- Memorandum thanking the members for serving and providing an overview of their responsibilities (“the Memorandum”)(Exhibit E hereto),
- Evaluation Committee Instruction Sheet (“the Instruction Sheet”)(Exhibit F hereto), and
- Ratings Guidelines (Exhibit G hereto).

Those Ratings Guidelines, Exhibit G, provide for a range of points for each of the four scored components of the Solicitation, depending on whether judged as Excellent, Good, Fair or Poor; definitions for each of these terms; and the potential points ranges each.

The Evaluation Criteria are set forth in Section 7.3 of the Solicitation do not provide for “ranges” of points for the various scored components:

CATEGORY	Points Assigned
Experience and Qualifications	30 points
Project Understanding, Proposed Approach and Methodology	35 points
Past Performance and References	20 points
Price Proposal	15 points
<b>TOTAL POSSIBLE:</b>	<b>100 points</b>

Factors relevant to each criteria are then described in Sections 7.3(a) through (d).

<sup>2</sup> Exhibit C is available at the following web address: <https://youtu.be/CzdXWDis6k>

However, none of the scoring factors or ranges set forth in the Ratings Guidelines are referenced or disclosed in the Solicitation, nor are the definitions of these terms. Although the maximum points for each may be consistent, nowhere in the Solicitation were the contents of, or the use of, the Ratings Guidelines disclosed.

The Solicitation, Section 7.2, required that “[a]t the conclusion of the meeting, the [EC] will score each individual Proposed based on the Evaluation Criteria outlined in Section 7.3.” The Memorandum likewise noted that the EC will meet on April 25, 2018 and “discuss each proposal, evaluate, and score them based on the criteria outlined in the [S]olicitation.”

However, the Instruction Sheet, Exhibit F, instead suggests

**[b]egin an initial scoring as part of you (sic) independent review in pencil.** You will have an opportunity to ask questions during the evaluation session and may want to change your scores. Please **be sure to follow the rating guidelines** included in your package when preparing your scores.

Shortly after the EC meeting began, at approximately 28:15 minutes into the 2:39 hour long meeting, Mr. Norman announced that he had completed his score sheet prior to the meeting, except for the price proposal portion. Exhibit C. The transparency of voting or scoring in a public forum, as required by the Florida Sunshine Law, Florida Statutes, Sections 286.011-286.0113, without outside influence or potential for assistance, was prejudicially compromised by such pre-scoring by Mr. Norman, and is contrary to the express terms of the Solicitation.

4. Mr. Norman also placed significant import on consideration of categories of information included in the Ashbritt’s proposal that were not part of the evaluation criteria to be considered in the scoring of Experience and Qualifications. During the EC meeting, Mr. Norman announced that he considered Ashbritt at the bottom of the proposers in Experience & Qualifications, was not impressed with their overall performance, but was very impressed with the number of legal matters to which Ashbritt was a party. In response, Mr. Gonzalez promptly noted that the litigation disclosure was considered as part of the proposal responsiveness determinations made by the Procurement Division but was not a part of the evaluation criteria to be considered in the scoring of Experience & Qualifications. Exhibit C.

The Solicitation clearly provides in Section 7.2, that “the EC will score each individual proposer on the Evaluation criteria outlined in Section 7.3.” None of these criteria include litigation history of the proposers.

Mr. Norman’s personal fixation with the apparent import of litigation in his consideration of the proposals is also noted in his April 22, 2018 email (part of Exhibit H hereto) to Mr. Gonzalez asking “[d]id we do checks to ensure that the 8 proposers don’t have any



pending litigation with other municipalities?" Had he reviewed the proposals by that point, but 3 days before the EC meeting, he would have seen that each proposer had to disclose the same in their response to the Solicitation, Schedule D - Proposer's Qualification Sheet. In response, Mr. Gonzalez noted that "as part of our Responsibility check, this has been done. This will be discussed further the day of the meeting."

Mr. Norman's scoring was inconsistent with the specifications of the Solicitation as relates to the scoring sub-categories. Litigation history is not a factor described therein. Yet, Mr. Norman took issue with Ashbritt's alleged extensive litigation history and specifically stated during the EC meeting that he scored (actually pre-scored since his scoring was already completed at the time of the EC meeting) Ashbritt at 18 out of 30 points for Experience and Qualifications as a result. This is despite being admonished by City staff that litigation history was not a factor to be utilized or considered in scoring.

5. By the time of the EC meeting on April 25, 2018, Mr. Norman's pre-scored ranking was completed. (Exhibit I, page 5, hereto). He was a clear outlier in scoring Ashbritt for a total of but 62 points, including only 18 out of 30 points for Experience & Qualifications.

Yet, as all other EC members noted, Ashbritt has been one of the nations' leading providers of disaster recovery and management services for the past 27 years, and one of but five firms nationwide assigned regions for disaster relief by the United States Army Corp of Engineers. The members of the EC with relevant experience in the subject matter at hand scored Ashbritt 30 points (Mr. Dannemiller), 28 points (Mr. Arroyo), 30 points (Mr. Sanders), and 28 points (Ms. Espinosa-Anderson). (Exhibit I, pages 1-4).

Mr. Norman's scores related to "Past Performance and References" is also wildly different than any other proposer. He awarded Ashbritt 8 points out of 20, while the other EC members awarded Ashbritt 20 points, (Mr. Dannemiller), 19 points (Mr. Arroyo), 20 points (Mr. Sanders), and 19 points (Ms. Espinosa-Anderson). (Exhibit I, pages 1-4). Mr. Norman was also focused on this category prior to the EC meeting as is show in his correspondence with Mr. Gonzalez, where he questioned whether it was or was not appropriate for Coral Gables' contractor for Irma to have requested a letter of recommendation from the City. Exhibit D.

In fact, the other members of the EC's scores for Ashbritt are wildly inconsistent with Mr. Norman's scoring:

<i>EC Member</i>	<i>Total Score for Ashbritt</i>	<i>Ranking for Ashbritt</i>
Brook Dannemiller	97	1
Carlos Arroyo	93	Tied 2
Wade Sanders	100	Tied 1
Olga Espinosa-Anderson	92	2
<b>Thomas Norman</b>	<b>62</b>	<b>7</b>

(Exhibit I, p. 1-5).

Mr. Dannemiller's total score for Ashbritt was 97 points (thereby ranking Ashbritt first out of 8 proposers); Mr. Sanders' total score for Ashbritt was 100 points (thereby ranking Ashbritt tied for first with two other proposers, namely DRC Emergency Services, LLC ("DRC") and Phillips and Jordan, Inc. ("P&J")); Mr. Arroyo's total score for Ashbritt was 93 points (thereby ranking Ashbritt tied for second with DRC behind Ceres Environmental's 95); and Ms. Espinosa-Anderson's total score for Ashbritt was 92 points (thereby ranking Ashbritt second to Ceres' 95). (Exhibit I).

Mr. Norman also scored Ashbritt below D & J Enterprises, Inc. ("D&J"). D&J received 64 total points to Ashbritt's 62, including 20 points on Experience & Qualifications to Ashbritt's 18. (Exhibit I, page 5) That score was his lowest given to any proposer save Arbor Tree & Land, Inc. ("Arbor"), which is only a landscaping company. Further, D&J has mostly been out of the business as a prime contractor since 2005. With very few prime contracts remaining, D & J is at times a subcontractor for Ashbritt. Based on size, experience and qualifications, it is illogical to think that there is any comparison between Ashbritt and D&J. Mr. Norman, who has no subject matter experience, was the only EC member to think so, in stark contrast to those members of the EC with subject matter experience.

Because of Mr. Norman's absurd, arbitrary, capricious and potentially biased voting, Ashbritt scored a total of 444 points, third to P&J's 455 and Ceres 452. If Mr. Norman's scores are eliminated, Ashbritt would be scored first with 383 points, P&J second with 373 points and Ceres third with 364 points. (Exhibit J, hereto)

Mr. Norman's lack of experience in the subject matter area, coupled with his impermissible pre-scoring of the proposals, fixation on litigation, which was not a criteria for evaluation, effectively commandeers this procurement such that those EC members with subject matter experience scores are irrelevant to the award of this procurement.

6. Mr. Norman made various statements that evidenced a clear discriminatory or biased animus against Ashbritt during the EC meeting. These included statements that Ashbritt was middle of the road in experience; that he didn't like its pricing; didn't like its references; was less than sufficient in general; etc. For reasons unknown, he had nothing good to say about Ashbritt at all. (Exhibit C). One can only surmise that this conduct, including his scoring, results from some bias. Perhaps as a City resident he experienced inordinate delays in Irma debris removal. There is no place for bias in the selection or evaluation process as a matter of fundamental due process. Ashbritt has made a public records request and reserves the right to supplement its Protest should more information become known to it.

## LEGAL GROUNDS

Although Florida case law is clear that there is a substantial public interest in favor of saving tax dollars in awarding public contracts, it is equally clear that it cannot be done at the expense of the competitive bidding process. *See, Intercontinental Properties, Inc. v. State of Florida Department of Health and Rehabilitative Services*, 606 So.2d 380, 386 (Fla. 3d DCA 1992); *Wood-Hopkins Contracting Co. v. Roger J. Au & Son, Inc.*, 354 So.2d 446, 449 (Fla. 1<sup>st</sup> DCA 1978). The law is clear, even in the context of requests for proposals, that a public body is not entitled to omit or alter material provisions required by the RFP because in doing so the public body fails to “inspire public confidence in the fairness of the RFP process.” *Emerald Correctional Management v. Bay City Board of City Commissioners*, 955 So.2d 647 (Fla. 1<sup>st</sup> DCA 2007), *citing, State, Department of Lottery v. Gtech Corp.*, 816 So.2d 648 (Fla. 1<sup>st</sup> DCA 2001).

In a bid protest, the standard of review is whether the intended decision to award the contract is contrary to the governing statutes, regulations, or policies or the specifications of the solicitation. The standard of proof is whether the proposed award is clearly erroneous, contrary to competition, arbitrary, or capricious. *See, Florida Statutes, Section 120.57(3)(f); Boston Culinary Group, Inc. v. University of Central Florida*, Case No. 17-4509BID (Fla. DOAH Nov. 21, 2017, 2017 WL 5998862). Section 120.57(3)(f), Florida Statutes, spells out the rules of decision applicable in bid protests. In pertinent part, the statute provides:

In a competitive-procurement protest, other than a rejection of all bids, the administrative law judge shall conduct a de novo proceeding to determine whether the agency’s proposed action is contrary to the agency’s governing statutes, the agency’s rules or policies, or the bid or proposal specifications. The standard of proof for such proceedings shall be whether the proposed agency action was clearly erroneous, contrary to competition, arbitrary, or capricious.

Agency action is “clearly erroneous” if it is without rational support and, consequently, the trier-of-fact has a “definite and firm conviction that a mistake has been committed.” *U.S. v. Gypsum Co.*, 333 U.S. 364, 395 (1948).

An act is “contrary to competition” if it runs contrary to the objectives of competitive bidding, which have long been held:

to protect the public against collusive contracts; to secure fair competition upon equal terms to all bidders; to remove not only collusion but temptation for collusion and opportunity for gain at public expense; to close all avenues to favoritism and fraud in various forms; to secure the best values for the [public] at the lowest possible expense. ...

*Wester v. Belote*, 138 So.2d 721, 723-24 (Fla. 1931); *see also*, *Harry Pepper & Assoc., Inc. v. City of Cape Coral*, 352 So.2d 1190, 1192 (Fla. 3d DCA 1977). In that regard, public officials do not have the power “to make exceptions, releases and modifications in the contract after it is let, which will afford opportunities for favoritism, whether any such favoritism is practiced or not.” *Wester v. Belote*, at 724.

That legislative intent has been applied to determine whether an action is contrary to competition as follows:

Thus, from Section 287.001 can be derived an articulable standard of review. Actions that are contrary to competition include those which:

- (a) create the appearance of and opportunity for favoritism;
- (b) erode public confidence that contracts are awarded equitably and economically;
- (c) cause the procurement process to be genuinely unfair or unreasonably exclusive; or
- (d) are unethical, dishonest, illegal, or fraudulent.

*Syslogic Tech. Servs., Inc. v. So. Fla. Water Mgmt. Dist.*, Case No. 01-4385BID (Fla. DOAH Jan 18, 2002; SFWMD Mar. 6, 2002).

Bias is contrary to competition. At the least, it creates the appearance and opportunity for favoritism. Ensuring that there is no opportunity for favoritism and that all businesses vying for a public contract are on an equal footing are two fundamental purposes for competitive bidding. *Sutron Corp. v. Lake Cty. Water Auth.*, 879 So. 2d 930, 933 (Fla. 5th DCA 2004).

In the public procurement context, whether an action was arbitrary or capricious depends on whether the award complies with the procurement’s criteria. *See, Emerald Corr. Mgmt, supra*. A capricious action is one taken without thought or reason or irrationally. An arbitrary decision is one not supported by facts or logic. *Agrico Chemical Co. v. State Dept. of Environmental Regulation*, 365 So.2d 759 (Fla. 1978).

#### Selection of the Evaluation Committee

As previously set forth herein, not all members of the EC were originally selected for the EC and approved by Ms. Gomez or Ms. Walker. Ms. Gomez had no participation in the selection, and Ms. Walker only appears to have approved the initial EC selection. In addition, only one member of the EC was from City Staff. Given the importance of this procurement, it is difficult to understand why the committee did not have other members of city staff. Only those who are familiar with the city, its streets, its residents and processes are best suited to make decisions related to the subject matter of this procurement. Of the 5 committee members, only

one had that necessary Coral Gables knowledge and subject matter experience. Other than this single committee member, the decision-making process in this matter was outsourced to employees of other jurisdictions and a committee member without any subject matter experience.

As was noted in *Logisticare Solutions, LLC v. Commission for the Transportation Disadvantaged*, Case No. 06-2393BID (Fla. DOAH Sept. 29, 2006, 2006 WL 2826970):

Evaluators are selected specifically for their knowledge and expertise within a specified field or industry. Evaluators are not required to be blank slates, **but must apply their knowledge and expertise, including their familiarity with other people and entities operating in the industry, to successfully accomplish their duties.** *Old Tampa Bay Enterprises Inc. v. Dep't of Transportation*, Case No. 98-5225BID, para. 158-162 (DOAH May 27, 1999); *Experior Assessments LLC v. Dep't of Business and Professional Regulation*, Case No. 03-1722BID, para. 77-79 (DOAH August 22, 2003)(declaring “[i]f evaluation committee members are required to be experienced and knowledgeable, they must be allowed to rely on that experience and knowledge in evaluating proposals.”); *Morall & Carey v. Dep't of Revenue*, Case No.95-3029BID, para. 47-52 (DOAH August 31, 1995) (holding “the pre-existing relationship between the evaluators and Intervenor did not transform the honest exercise of the evaluator's discretion into an arbitrary, fraudulent, dishonest, or illegal exercise of agency discretion.”); *Gibbons & Company Inc. v. Florida Board of Regents*, Case No. 99-0697BID, para. 205, 281 (DOAH September 17, 1999) (“It would make little or no sense to require the members of the evaluation committee to be experienced and knowledgeable ... and then, once they have been appointed to the committee, to forbid them, in discharging their duties as evaluators, from relying on the experience and knowledge that qualified them to serve on the committee”).

In this procurement, Mr. Norman appears to have no solid waste, disaster debris, or procurement experience. Although perhaps skilled in the medical engineering or orthopedics field, clearly, he brought no knowledge or expertise relevant to the Solicitation or its evaluation. He does not appear to have been selected for any knowledge or expertise related to disaster debris removal, and as a result, should not have been selected for the committee.

#### Scoring of Ashbritt Was Contrary to the Solicitation

A procuring agency must ensure that the provisions of a solicitation are clear and definitive and that all evaluation criteria have been disclosed. In *Moore v. State, Dept. of Health & Rehabilitative Services*, 596 So.2d 759 (Fla. 1st DCA 1992), the court found that the agency's failure to comply with its own bid evaluation criteria undermined the integrity of the competitive procurement process. The court reversed the award made by the agency, holding that the evaluation process was so tainted that it made the award arbitrary and capricious. Under *Moore*, deviation from the award criteria in the bid documents, or the agency's failure to follow its in house evaluation procedures, are sustainable grounds for protesting an award.

A contract is invalid if it is entered in violation of a public body's own procurement code and the procurement specifications. *Accela, Inc. v. Sarasota County*, 993 So. 2d 1035, 1038-29

(Fla. 2d DCA 2008). It has long been a fundamental tenant of public procurement law that a public entity is required to adopt, in advance of calling for bids, reasonably definite plans or specifications, as a basis on which bids may be received. *Wester*, 138 So. 721. A procuring body cannot develop new criteria or change the criteria for evaluation of bids after they have been submitted and opened. See *Elmwood Terrace Ltd. Partnership v. Florida Housing Finance Corp.*, DOAH Case No. 09-4682BID, 2009 WL 3826164, at \*13 (Fla. Div. Admin. Hrgs. 2009) (granting a bid protest where criteria for ranking of applications was not part of the solicitation); *Coin Laundry Equip. Co. v. Univ. of West Fl.*, 1996 WL 1060244 (Fla. Div. Admin. Hrgs. July 5, 1996) (“the failure of the agency to follow its own bid specifications is an arbitrary and capricious act and undermines the integrity of the bid process”). The purpose for requiring all evaluation criteria to be developed and made known in advance of the submission and opening of bids or proposals is clear. If the evaluation criteria are not developed in advance, criteria could be developed to favor one proposer over another knowing the contents of their proposal which encourages favoritism and calls into question the integrity of public procurement. Accordingly, a city cannot use pretextual reasons or apply arbitrary criteria after the bids are opened in an effort to award a contract to a favored bidder. See, *City of Sweetwater v. Solo Construction*, 823 So.2d 798, 802 (Fla. 3d DCA 2002); see also *Courtyard Ctr. v. Dep’t of Business and Prof. Regulation*, 1995 WL 1053119 \*9 (Fla. Div. Admin. Hrgs. 1995) (agency prohibited from using criteria to evaluate proposals not stated in the RFP).

In this case, and prior to the EC meeting, it appears that the evaluation criteria were modified to include scoring parameters that were not set forth in the RFP. Under fundamental principles of Florida procurement law, a public entity must conduct a competitive procurement in a fair and open manner and a contract award must be made pursuant to specifications set forth in the solicitation document including evaluation criteria clearly defined in advance of receipt of proposals. A contract award cannot be made based on favoritism or personal preference. This is inherently anti-competitive, arbitrary, and capricious, suggesting clear favoritism and bias, and calls into question the integrity of the entire solicitation process.

The Ratings Guide and Memorandum provide evaluation criteria that are not a part of the Solicitation. It also appears that factors such as litigation were used to evaluate the Ashbritt proposal even though litigation history was a responsiveness or responsibility factor, not a scoring factor. Mr. Norman’s consideration of litigation history in scoring Ashbritt’s Experience & Qualifications was clearly contrary to the Solicitations specifications, Section 7.3(a), as he was advised at the EC meeting by City staff. Despite being advised that litigation was not a factor to be considered in scoring Experience & Qualifications, by his own admission Mr. Norman clearly considered the same to the substantial detriment and prejudice of Ashbritt. Since his scoring had occurred prior to that time, his violation of the solicitation specifications is a prejudice that could not be current by the instructions of the City staff at the time of the EC meeting. Based on his other comments during the solicitation process, he did not follow the Solicitation specifications, but instead used whatever factors he saw fit. Failure to follow the specifications of the Solicitation alone warrants the rejection of the Proposed Recommendation.

The facts set forth herein demonstrate a departure from the provisions of the solicitation. This is compounded by the fact that he admits to scoring Ashbritt prior to the EC meeting,

outside of the Florida Sunshine, Florida Statutes, Sections 286.011-286.0113, where they cannot be said to be transparent, and without outside influence or potential for assistance.

Norman's pre-scoring of the Ashbritt proposal was clearly arbitrary and capricious, contrary to competition, and contrary to the specifications of the Solicitation, if not the creature of bias by virtue of prior contacts or experience and his pre-scoring of the proposal. In the public procurement context, whether an action was arbitrary or capricious depends on whether the award complies with the procurement's criteria. See, *Emerald Corr. Mgmt, supra*. A capricious action is one taken without thought or reason or irrationally. An arbitrary decision is one not supported by facts or logic. *Agrico Chemical Co. v. State Dept. of Environmental Regulation*, 365 So.2d 759 (Fla. 1978). Arbitrary and capricious is also defined to include acts taken with an improper motive, without reason, or for a reason that is merely pre-textual. *Decarion v. Monroe Cty.*, 853 F. Supp. 1415, 1421 (S.D. Fla. 1994). In this case, pre-scoring the proposals was clearly contrary to the specifications of the Solicitation.

His comments also demonstrate a preconceived negative opinion of Ashbritt, whether by virtue of his prior contact or experience with Ashbritt. He failed to score the proposers after the EC meeting as specifically set forth in the award specifications, so whatever preconceived notions he held regarding Ashbritt could not have been remedied at the time scoring was required by the procurement to occur. The procurement process has been prejudicially compromised by his failure to follow the solicitation specifications.

Moreover, a selection committee may not act arbitrarily or capriciously, discriminate between bidders, or deny the award on the basis of personal preference. The decision "must be based on facts reasonably tending to support the conclusions reached." *City of Pensacola v. Kirby*, 47 So.2d 533-36(Fla. 1950); *Culpepper v. Moore*, 40 So.2d 366 (Fla. 1949); *Willis v. Hathaway*, 117 So. 89 (Fla. 1928); *Miami-Dade County v. Church & Tower, Inc.*, 715 So. 2d. 1084 (Fla. 3d DCA 1998).

Given the importance of this procurement to the City of Coral Gables, especially in light of Hurricane Irma, it is difficult to understand why only a single member of the EC with subject matter experience in solid waste management, disaster remediation was from the City of Coral Gables. The appointment of Mr. Norman to the EC, and his scoring of the Ashbritt proposal, also defies logic or reason. There is simply no justification for his 62 point score when the next lowest score of any EC member was 92, 30 points higher. His actions clearly violated the provisions of the Solicitation and were completely arbitrary and capricious. He considered factors in his evaluation, including litigation history, which were not part of the established criteria in Section 7.33 of the Solicitation. Contrary to Section 7.2 of the Solicitation, he also scored it in advance of the EC meeting, not at "the conclusion of the meeting." Despite being admonished by Mr. Gonzalez not to consider litigation history, which was not part of the evaluation criteria, he clearly did so. And his scoring of Ashbritt, in juxtaposition to the scores of the four other EC members, is so unexplainable as to be arbitrary and capricious. Mr. Norman's lack of experience in the subject matter area, coupled with his impermissible pre-scoring of the proposals outside of the requirements of the Florida Sunshine Law, Florida Statutes, Sections 286.011-286.0113, Mr. Norman's fixation on litigation, which was not a criteria for evaluation, hijacks this procurement such that those EC members with subject matter

May 9, 2018  
Page 12

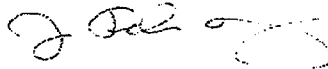
experience scores are irrelevant to the award of this procurement. That along with the fact that the City provided the EC with evaluation criteria that were not disclosed in the solicitation calls into question the entire procurement process.

For all the aforesaid reasons, it is clear that Ashbritt was unfairly treated, that the entire process was tainted due to the undisclosed evaluation criteria, and that Mr. Norman failed to comply with the requirements of the RFP. Mr. Norman's scoring can only be characterized as clearly erroneous, contrary to competition, arbitrary and capricious. The Proposed Recommendation should accordingly be rescinded, Mr. Norman's scores removed from consideration due to their tainted nature, and Ashbritt recommended for a primary award to provide the RFP's requested services. In the alternative, the solicitation should be rescinded in its entirety.

Please provide us a copy of the procurement officer's recommendation to the City Manager upon issuance in accordance with Code Section 2-910(g), as well as notice of the City Manager's determination and/or recommendation to the Commission. In the interim, we trust that this procurement will be stayed in accordance with Code Section 2-910(h).

Your courtesy and consideration in this matter is greatly appreciated. Should you require any additional information or clarification, please do not hesitate to contact the undersigned.

Respectfully submitted,



JOSE FELIX DIAZ

JFD/ELP

cc: Client

Miriam Soler Ramos, City Attorney  
(via U.S mail & Electronic Mail: [mramos@coralgables.com](mailto:mramos@coralgables.com))  
Cathy Swanson-Rivenbank, City Manager  
(via U.S. & Electronic mail: [cswanson@coralgables.com](mailto:cswanson@coralgables.com))



# CITY OF CORAL GABLES, FL

2800 SW 72<sup>nd</sup> Avenue, Miami, FL 33155  
 Finance Department / Procurement Division  
 Tel: 305-460-5102 / Fax: 305-261-1601

## PROPOSER'S ACKNOWLEDGEMENT

<p><b>RFP Title:</b> DISASTER DEBRIS REMOVAL SERVICES</p> <hr/> <p><b>RFP No. 2018-009</b></p> <p>A cone of silence is in effect with respect to this RFP. The Cone of Silence prohibits certain communication between potential vendors and the City. For further information, please refer to the City Code Section 2-1027 of the City of Coral Gables Procurement Code.</p>	<p>Sealed response submittals must be received prior to <b>2:00 p.m., Thursday, April 5, 2018</b>, by the Procurement Office, located at 2800 S.W. 72<sup>nd</sup> Avenue, Miami, FL 33155; and are to remain valid for 120 calendar days. Submittals received after the specified date and time will be returned unopened.</p> <p>Contact: Yusbel Gonzalez, CPPB              Title: Procurement Specialist              Telephone: 305-460-5107              Facsimile: 305-261-1601              Email: <a href="mailto:ygonzalez@coralgables.com">ygonzalez@coralgables.com</a> / <a href="mailto:contracts@coralgables.com">contracts@coralgables.com</a></p>
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Proposer Name:	FEIN or SS Number:
Complete Mailing Address:	Telephone No.:
	Cellular No.:
Indicate type of organization below: Corporation: <input type="checkbox"/> Partnership: <input type="checkbox"/> Individual: <input type="checkbox"/> Other: <input type="checkbox"/>	Fax No.:
Bid Bond / Security Bond (if applicable) <u>5</u> %	Email:

**ATTENTION: THIS FORM ALONG WITH ALL REQUIRED RFP FORMS MUST BE COMPLETED, SIGNED (PREFERABLY IN BLUE INK), AND SUBMITTED WITH THE RESPONSE PRIOR TO THE SUBMITTAL DEADLINE. FAILURE TO DO SO MAY DEEM PROPOSER NON-RESPONSIVE.**

THE PROPOSER CERTIFIES THAT THIS SUBMITTAL IS BASED UPON ALL CONDITIONS AS LISTED IN THE RFP DOCUMENTS AND THAT THE PROPOSER HAS MADE NO CHANGES IN THE RFP DOCUMENT AS RECEIVED. THE PROPOSER FURTHER AGREES IF THE RFP IS ACCEPTED, THE PROPOSER WILL EXECUTE AN APPROPRIATE AGREEMENT FOR THE PURPOSE OF ESTABLISHING A FORMAL CONTRACTUAL RELATIONSHIP BETWEEN THE PROPOSER AND THE CITY OF CORAL GABLES FOR THE PERFORMANCE OF ALL REQUIREMENTS TO WHICH THIS RFP PERTAINS. FURTHER, BY SIGNING BELOW PREFERABLY IN BLUE INK, ALL RFP PAGES ARE ACKNOWLEDGED AND ACCEPTED AS WELL AS ANY SPECIAL INSTRUCTION SHEET(S) IF APPLICABLE. THE UNDERSIGNED HEREBY DECLARES (OR CERTIFIES) ACKNOWLEDGEMENT OF THESE REQUIREMENTS AND THAT HE/SHE IS AUTHORIZED TO BIND PERFORMANCE OF THIS RFP FOR THE ABOVE PROPOSER.

\_\_\_\_\_

Authorized Name and SignatureTitleDate

# CITY OF CORAL GABLES, FL

City of Coral Gables, 2800 SW 72<sup>nd</sup> Avenue, Miami, FL 33155  
Finance Department / Procurement Division  
Tel: 305-460-5102, Fax: 305-261-1601

## **PUBLIC NOTICE**

### **Request for Proposals (RFP) No. 2018-009**

The City of Coral Gables is soliciting proposals for **Disaster Debris Removal Services** from a qualified and experienced professional firm ("Proposer"), readily available to provide the services outlined in this solicitation, in accordance with Federal Emergency Management Agency (FEMA) policies, procedures, and directives; Federal law, regulations, and executive orders; and State / Local law and regulations.

The Request for Proposals (RFP) may be downloaded by visiting PublicPurchase ([www.publicpurchase.com](http://www.publicpurchase.com)). Prospective Proposers must register with PublicPurchase, free-of-charge, in order to download the solicitation. A detailed user guide for the registration process may be downloaded by visiting the Procurement Division Supplier Services webpage at: [www.coralgables.com/index.aspx?page=1275](http://www.coralgables.com/index.aspx?page=1275).

Any prospective proposer who has received this solicitation by any means other than through PublicPurchase must register immediately with PublicPurchase to ensure it receives any addendum issued to this solicitation. Failure to acknowledge receipt of an addendum may result in disqualification of proposal submitted.

Proposals for RFP No. 2018-009, will be received until 2:00 p.m., Thursday, April 5, 2018. Proposals submitted by mail or hand delivered should be sent to the City of Coral Gables, Procurement Division, 2800 SW 72<sup>nd</sup> Avenue, Miami, Florida 33155. The City of Coral Gables will not accept, and will in no way be responsible for any Proposals received after the submittal deadline. The responsibility for submitting Proposals before the stated time and date is solely the responsibility of the Proposer. Verbal or electronic (e-mailed) responses are not acceptable.

One (1) original proposal response, seven (7) copies and one (1) digital copy on a CD or flash drive (*PDF format*) must be signed and submitted in a sealed envelope and clearly marked: **DISASTER DEBRIS REMOVAL SERVICES – RFP No. 2018-009** and Proposer's Name, Address, Contact Name, and Telephone Number.

#### *Anticipated Schedule of Events:*

RFP Advertisement	Tuesday, March 6, 2018
Deadline for Questions	5:00 p.m., Thursday, March 15, 2018
Proposals Submittal Deadline / Proposal Opening	2:00 p.m., Thursday, April 5, 2018

Award of this solicitation will be made to the highest ranked responsive and responsible proposer(s), based on the criteria method, within a reasonable time after opening of proposals. However, the City reserves the right to accept or reject any and/or all Proposals or sections thereof, and waive any informalities or technicalities at any time during the RFP solicitation process.

PRICING MUST BE FIRM FOR ONE-HUNDRED AND TWENTY (120) DAYS. ESCALATION CLAUSES OF ANY KIND CONTAINED IN YOUR RESPONSE ARE NOT ACCEPTABLE. THE CITY OF CORAL GABLES MAY ALSO REJECT ANY AND/OR ALL PROPOSALS.

This solicitation is subject to the following Ordinances/Resolutions which may be found on the City of Coral Gables Website: <http://www.coralgables.com>, click on Government, City Department, Procurement, Procurement Code (City Code Chapter 2 Article VIII)

- Code of Silence – Sec. 2-1027
- Ethics – Sec. 2-1022 to 2-1054
- Debarment Proceedings – Sec. 2-912
- Protest Procedures – Sec. 2-910
- Polystyrene – Sec. 2-730
- Buy American – Sec. 2-699
- Sustainability (Green) Sec. 2-697

Conflict of Interest and Code of Ethics

- Coral Gables, FL, Code of Ordinances, Chapter 2 – Administration, Article V

City Clerk, Lobbyist Registration, Applications and Forms

- Lobbyist Registration & Disclosure of Fees – Ordinance No. 2006-11

Sincerely,

Procurement Officer

# **CONE OF SILENCE**

Request for Proposals (RFP) No. 2018-009

## **NOTICE TO ALL BIDDERS AND PROPOSERS**

### **Definition:**

Cone of silence is defined to mean a prohibition on:

Any communication regarding a particular Request for Proposals (RFP); Request for Qualifications (RFQ), Invitation for Bids (IFB) or any other advertised solicitation between a potential offeror, vendor, service provider, bidder, lobbyist, or consultant and city department heads, their staff, selection committee or evaluation committee members.

Any communication regarding a particular Request for Proposals (RFP), Request for Qualifications (RFQ), Invitation for Bids (IFB) or any other advertised solicitation between the city commissioners and city department heads, the city departments' staff, selection committee or evaluation committee members.

### **Imposition:**

A cone of silence shall be imposed upon each Request for Proposals (RFP), Request for Qualifications (RFQ), Invitation for Bids (IFB) and any other solicitation when advertised.

### **Termination:**

The cone of silence shall terminate at:

- (1) the time of the City Manager's approval of the award, or
- (2) the time of the City Manager's written recommendation to the City Commission is received by the City Clerk, or
- (3) at such time that bids or proposals are rejected by the City Commission or the City Manager.

### **Violations:**

Violation of the cone of silence by a particular bidder or offeror shall render any award to said person voidable by the city commission.

A violation of this section by a particular bidder, offeror, lobbyist or consultant shall subject such person or persons to potential debarment pursuant to the provisions of this chapter.

# **SOLICITATION SUBMISSION CHECKLIST**

Request for Proposals (RFP) No. 2018-009

COMPANY NAME: (Please Print): _____	
Phone: _____	Email: _____

Please provide the PAGE NUMBER in the blanks provided as to where compliance information is located in your Submittal for each of the required submittal items listed below:

## **SUBMITTAL - SECTION I: TITLE PAGE, TABLE OF CONTENTS, REQUIRED FORMS, AND MINIMUM QUALIFICATION REQUIREMENTS.**

- 1) Title Page: Show the RFP number and title, the name of your firm, address, telephone number, name of contact person, e-mail address, and date. \_\_\_\_\_
- 2) Provide a Table of Contents in accordance with and in the same order as the respective "Sections" listed below. Clearly identify the material by section and page number. \_\_\_\_\_
- 3) Fill out, sign, and submit the Proposer's Acknowledgement Form. \_\_\_\_\_
- 4) Fill out and submit the Solicitation Submission Check List. \_\_\_\_\_
- 5) Fill out, sign, notarize (as applicable), and submit the Proposer's Affidavit and Schedules A through L. \_\_\_\_\_
- 6) Include a Bid Bond, in accordance with Section 1.17 of the RFP. \_\_\_\_\_
- 7) Minimum Qualification Requirements: submit detailed verifiable information affirmatively documenting compliance with the Minimum Qualifications Requirements shown in Section 3. \_\_\_\_\_

## **SUBMITTAL - SECTION II: PROPOSER'S QUALIFICATIONS**

### **(i) FOR PROPOSER:**

- 1) Provide a complete history and description of your company, including, but not limited to, the number of years in business, size, number of employees, office location, copy of applicable licenses/certifications, credentials, capabilities and capacity to meet the City's needs. \_\_\_\_\_
- 2) Describe the Proposer's relevant knowledge and experience in providing the services described in the "Scope of Services" to public sector agencies similar in size to the City of Coral Gables. Include information which addresses, but is not limited to the following:
  - establishing and operating multiple Debris Management Sites (DMS)
  - regulations affecting the removal, processing and disposal of mixed debris
  - filing and receiving federal and state reimbursements for disaster recovery work, including preparing and submitting federal/state project work sheets
  - assessing, removing and disposing of specialty debris including hazardous materials, dead animals, hazardous stumps and submerged debris.
  - demolition of structures, and debris removal from private property (right-of-entry programs) and publicly owned property (other than rights-of-way)
  - assisting governmental entities in providing community relations including the company's ability to create audio/visual presentations and fact sheets.
  - Providing human support activities such as food, water and sanitation services\_\_\_\_\_

- 3) Describe the Proposer's professional development program, including policy/procedures/measures in place ensuring all key personnel assigned to the City have continuing education and receive specialized training in the services solicited herein.. \_\_\_\_\_
- 4) The Proposer must not have a vested interest in a debris monitoring contract or contractor(s) with the City. Also, there must be no conflict of interest between the Proposer and a debris monitoring contractor(s). Proposer shall include a statement confirming the latter, including certification that neither Proposer nor any employee thereof, has a conflict of interest, either direct or indirect, in connection with the services sought herein pursuant to Federal and state law. \_\_\_\_\_
- 5) Provide financial statements, in a sealed envelope, for the last two (2) complete fiscal years. Such statements should include, at a minimum, balance sheets (statements of financial position) and statements of profit and loss (statement of net income). Statements shall be certified by an independent Certified Public Accountant. \_\_\_\_\_
- 6) **Bonding Capacity.** Proposer shall provide a letter from a Surety firm affirming that Proposer has sufficient bonding capacity to provide performance and payment bonds in an amount not less than one hundred percent (100%) of the contract amount. The Surety firm shall be rated by an AM Best as to be no less than A- (Excellent). The statement of bonding capacity shall be directly from the Surety firm on its official letterhead and signed by an authorized agent of the firm. \_\_\_\_\_

**(ii) FOR KEY PERSONNEL:**

- 1) Provide a summary of the qualifications, copy of applicable licenses/certifications, and relevant experience of all proposed key personnel (i.e., Project Manager, Operations Manager, Debris Site Supervisor including sub-contractors). Include resumes (listing experience, education, licenses/certifications) and specify the role and responsibilities of each team member in providing the services outlined in the RFP. Documentation submitted must clearly demonstrate key personnel's knowledge, experience, and understanding of the types of services to be performed and of federal, state, and local laws and regulations governing this work. \_\_\_\_\_
- 2) Provide an organizational chart of all key personnel that will be used. \_\_\_\_\_

**SUBMITTAL - SECTION III: PROJECT UNDERSTANDING, PROPOSED APPROACH, AND METHODOLOGY**

- 1) Describe in detail, your approach to perform the services and tasks solicited herein. Include detailed information, as applicable, which addresses, but need not be limited to: understanding of the RFP scope and requirements, strategies for assuring assigned work is completed on time, communication with City staff, and how the Proposer intends to positively and innovatively work with the City in providing the services outlined in this RFP. \_\_\_\_\_
- 2) Describe in detail Proposer's Mobilization/Operation Plan. The plan must include, but not be limited to the following:
  - a. Proposer's mobilization/operation procedures following a disaster event.
  - b. Breakdown of the time required to perform each task including guaranteed times to mobilize the Proposer's forces, to establish an onsite emergency response and communication center, to mobilize recovery equipment, to establish Debris Management Sites (DMS), and to mobilize subcontractors.
  - c. Breakdown of the manpower (position titles and number of support personnel) and available equipment (type of loaders, aerial lifts and transport vehicles etc.) that will be assembled during each phase (Initial Deployment, Emergency Push/Road Clearance,

Débris Removal, Debris Management Sites (DMS) Operations including provisions for recycling debris, Demolition of Structures and Optional Services etc.).

- d. Plan for Debris Management Sites (DMS) that describes the operations expected including materials handling, reduction, storage, recycling, equipment maintenance, etc. The plan must address any applicable State and Federal laws and regulations.
- 

3) Indicate areas of the scope and percentage of work Proposer may subcontract and how it will ensure that only subcontractors approved by the City are utilized. Explain Proposer's processes for selecting and training subcontractors to manage disaster events.. \_\_\_\_\_

4) Describe Proposer's "clean as you go" policy. \_\_\_\_\_

5) Discuss Proposer's approach to:

- a. team work assignments, data management, and project tracking.
  - b. supervising multiple clean-up crews, managing multiple tasks simultaneously and expeditiously, and resolving problems.
  - c. ensuring the quality of the work being performed by its crews and subcontractors.
- 

6) Describe Proposer's database reporting system and capabilities, including the ability to capture data and provide electronic reports as required in the RFP. Attach sample reports, load tickets and vehicle placards used in the operation of debris removal activity. \_\_\_\_\_

7) Provide current and projected workload for the Proposer and key personnel assigned to the City's account. Explain how this potential contract will fit into the Proposer's workload and how it plans to distribute resources and personnel, amongst its various clients, during a disaster event. For each current and projected engagement, please indicate the following:

- a. Client name
  - b. Current and/or projected workload
  - c. Estimated dollar amount and cubic yards of engagement
  - d. Key personnel assigned
- 

8) Comprehensive description of the proposed quality control plan. This description should include, at a minimum, the Proposer's quality control organization, overview of tasks to be inspected, reports, and methods of inspections. \_\_\_\_\_

9) Description of the Proposer's customer service plan to respond to City complaints. \_\_\_\_\_

10) Explain how Proposer has complied with the public policies of the Federal Government. These include amongst other things, past and current compliance with:

- a. Equal opportunity and nondiscrimination laws as required in 41 C.F.R. Part 60-1.4(b)
  - b. Affirmative steps described in 2 CFR § 200.321(b) for all subcontracting under contracts supported by FEMA financial assistance. Document Proposer's efforts to utilize M/WBE firms, including what firms were solicited as suppliers and/or subcontractors.
-

**SUBMITTAL – SECTION IV: PAST PERFORMANCE AND REFERENCES**

- 1) Provide a minimum of three (3) references (but no more than five (5)) from public sector agencies, similar in size to the City of Coral Gables, for which Proposer has provided the services described in the RFP. Please include: (1) client name, (2) address, (3) contact name, (4) contact telephone number, (5) contact email address, (6) term of contract (start and end date), (7) total dollar value of the contract, (8) services provided, (9) agency's size (number of residents and square miles), (10) volume of debris managed and disposed. **DO NOT include work/services performed for the City of Coral Gables or City employees as reference.** \_\_\_\_\_
- 2) Provide a list with contact information of public sector clients, if any, that have discontinued use of Proposer's services within the past two (2) years and indicate the reasons for the same. The City reserves the right to contact any reference as part of the evaluation process. \_\_\_\_\_

**SUBMITTAL – SECTION V: PRICE PROPOSAL**

- 1) Provide pricing utilizing the Price Proposal form under Section 8. \_\_\_\_\_

**-- NOTICE --**

**BEFORE SUBMITTING YOUR RFP RESPONSE MAKE SURE YOU:**

1. Carefully read and have a clear understanding of the RFP, including the Scope of Services and enclosed Professional Services Agreement (*draft*).
2. Carefully follow the Submission Requirements outlined in Section 6 of the RFP.
3. Prepare and submit ONE ORIGINAL RESPONSE and SEVEN (7) PHOTOCOPIES with ONE (1) digital copy on a CD or flash drive.
4. Clearly mark the following on the outside of your submittal package: RFP Number, RFP Title, Proposer's Name and Return Address, Submittal Deadline.
5. Make sure your Response is submitted prior to the submittal deadline. **Late responses will not be accepted.**

**FAILURE TO SUBMIT THIS CHECKLIST AND THE REQUESTED DOCUMENTATION MAY RENDER YOUR RESPONSE SUBMITTAL NON-RESPONSIVE AND CONSTITUTE GROUNDS FOR REJECTION. THIS PAGE IS TO BE RETURNED WITH YOUR RESPONSE PACKAGE.**



# **SECTION 1**

## **Request for Proposals (RFP) No. 2018-009**

### **1.0: INTRODUCTION TO REQUEST FOR PROPOSAL**

---

#### **1.1. Invitation**

Thank you for your interest in this Request for Proposals ("RFP"). The City of Coral Gables (the "City"), through its Procurement Division invites responses ("Proposals" / "Responses") from Firms ("Proposers") which offer to provide the services described in Section 2.0 "Scope of Work".

Throughout this RFP, the terms "must", "will", and "shall" will denote mandatory requirements. Any response that does not meet the mandatory requirements is subject to immediate disqualification.

**NOTE: The City may award this RFP to multiple proposers. In such case, a Primary, Secondary, and Tertiary Proposer, in the order of their ranking as determined by their overall scores pursuant to this RFP, may be selected. If the Primary Proposer cannot respond in a timely manner or cannot fulfill its contractual obligations or when the workload warrants, the City reserves the right to request services from the Secondary and/or Tertiary Proposer, accordingly. In the event that the City awards this RFP to multiple proposers, the City will execute a Professional Services Agreement with each Proposer and designate each as Primary, Secondary, and Tertiary.**

This is a nonexclusive contract and does not guaranty a minimum number of tasks, hours or work. Further, any estimated quantities are not guaranties, but estimates only provided to assist the City.

#### **1.2. Contract Terms and Conditions**

The Proposer(s) selected to provide the service(s) requested herein (the "Successful Proposer(s)") shall be required to execute a Contract or a Professional Services Agreement ("Agreement" / "Contract") with the City in substantially the same form as the Agreement included as part of this RFP, if applicable.

The term(s) of the Agreement shall be for an initial period of three (3) years with the option to renew for two (2) additional two (2) year periods.

The City shall have the right to terminate this contract pursuant to Section 1.12 of this solicitation. Continuation of the Contract beyond the initial period is a City prerogative; not a right of the Proposer. This prerogative will be exercised only when such continuation is clearly in the best interest of the City.

#### **A. CONDITIONS FOR RENEWAL**

Each renewal of this contract is subject to the following:

- (1) Continued satisfactory performance compliance with the specifications, terms and conditions established herein.
- (2) Availability of funds

#### **1.3. Additional Information or Clarification**

The Proposer must thoroughly examine each section of this RFP. If there is any doubt or obscurity as to the meaning of any part of the RFP, the Proposer may request clarification at the pre-proposal conference or by WRITTEN REQUEST via PublicPurchase ([www.publicpurchase.com](http://www.publicpurchase.com)) prior to the Deadline for Written Questions. Proposer is responsible for downloading and bringing a copy of the RFP to the pre-proposal conference as copies will not be provided by the City.

Interpretations or clarifications in response to such questions will be issued in the form of a **WRITTEN ADDENDUM** which shall be released through PublicPurchase. Proposers must register via PublicPurchase to ensure receipt of any addendum issued to this solicitation. Failure to acknowledge receipt of an addendum may result in disqualification of proposal submitted.

No person is authorized to give oral interpretations of, or make oral changes to the RFP. The issuance of a written addendum shall be the only official method whereby such an interpretation or clarification will be made. Where there appears to be conflict between the RFP and any addenda issued, the last addendum issued shall prevail.

Proposer's should not rely on any representations, statements or explanations other than those made in this RFP or in any written addendum to this RFP.

#### **1.4 Award of an Agreement**

Agreements may be awarded to the Successful Proposer(s) by the City Commission or City Manager, as applicable, to one or more Proposer deemed the most responsible, responsive Proposer, meeting all specifications, and not necessarily to the lowest Proposer. Should the award be made to the lowest Proposer, the City will strictly enforce all the provisions of the resulting Contract, including penalty clauses for any service or quality problems. The Proposer shall not be permitted rate increases as a result of an artificial low price Proposal submitted in anticipation of requesting rate increases from the City after the contract award than otherwise provided in the contract. Non-performance shall result in cancellation of the contract with the Proposer. The City reserves the right to execute or not execute an Agreement with the Successful Proposer(s) if it is determined to be in the best interest of the City.

#### **1.5 Agreement Execution**

By submitting a Response, the Proposer agrees to be bound to and execute the Agreement for this solicitation. Without diminishing the foregoing, the Proposer may request clarification and submit comments concerning the Agreement for City's consideration. Only comments and proposed revisions included within the Response will be considered by the City. Any comments identified after the Response has been received may not be considered by the City. Furthermore, any requests to negotiate provisions of the Agreement not identified in the Response after the Response has been received, may be grounds for removal from further consideration for award. None of the foregoing shall preclude the City from seeking to negotiate changes to the Agreement during the negotiations process.

Failure of the Successful Proposer to execute a contract within thirty (30) days after the notification of award may, at the City's sole discretion, constitute a default. However, the Agreement must be executed no later than one hundred twenty (120) days, based upon the requirements set forth in the RFP through action taken by the City Commission at a duly authorized meeting. If the Proposer first awarded the Agreement fails to enter into the contract as herein provided, the award may be declared null and void, and the Agreement awarded to the next most responsible, responsive Proposer, or re-advertised, as determined by the City.

#### **1.6 Unauthorized Work**

Any unauthorized work performed by the Successful Proposer(s) shall be deemed non-compensable by the City.

#### **1.7 Changes/Alterations**

Proposers may change or withdraw a Response at any time prior to the Response Submittal Deadline. All changes or withdrawals shall be made in writing to the Procurement Division as specified in this RFP. Oral/Verbal modifications will not be allowed. Written modifications will not be accepted after the Response Submittal date.

#### **1.8 Discrepancies, Errors, and Omissions**

Any discrepancies, errors, or ambiguities in the RFP or addenda (if any) should be reported in writing to the City's Procurement Division in the manner prescribed in the RFP. Should it be necessary, the City will issue a written addendum to the RFP clarifying such conflicts or ambiguities.

### **1.9 Disqualifications**

The City reserves the right to disqualify Responses before or after the submission date, upon evidence of collusion with intent to defraud or other illegal practices on the part of the Proposer. It also reserves the right to waive any immaterial defect or informality in any Response; to reject any or all Responses in whole or in part, or to reissue a Request for Proposals.

Any Responses submitted by a Proposer who is in arrears (money owed) to the City or where the City has an open claim against a Proposer for monies owed the City at the time of Proposal submission, will be rejected as non-responsive and shall not be considered for award.

### **1.10 Proposer Expenditures**

Proposer understand and agree that any expenditure they make in preparation and submittal of Responses or in the performance of any services requested by the City in connection with the Responses to this RFP are exclusively at the expense of the Proposers. The City shall not pay or reimburse any expenditure or any other expense incurred by any Proposer in preparation of a Response or anticipation of a contract award or to maintain the approved status of the Successful Proposers if an Agreement is awarded.

### **1.11 Financial Stability and Strength**

The Proposer must be able to demonstrate a good record of performance and have sufficient financial resources to ensure that they can satisfactorily provide the goods and/or services required herein.

In determining a Proposer's responsibility and ability to perform the Contract, the City has the right to investigate and request information concerning the financial condition, experience record, personnel, equipment, facilities, principal business location and organization of the Proposer, the Proposer's record with environmental regulations, and the claims/litigation history of the Proposer. The City reserves the right to consider third party information (e.g. Dun & Bradstreet's Supplier Reports or similar) in determination of capacity.

Proposers may be required to submit financial statements for each of their last two (2) complete fiscal years within five (5) calendar days, upon written request. Such statements should include, at a minimum, Balance Sheets (Statements of Financial Position) and Statements of Profit and Loss (Statement of Net Income). When the proposal submittal is from a joint venture, each Proposer involved in the joint venture must submit financial statements as indicated above. Statements shall be certified by an independent Certified Public Accountant.

Any Proposer may be declared non-responsive who, at the time of proposal submission, is involved in an ongoing bankruptcy as a debtor; or in a reorganization, liquidation, or dissolution proceeding, or if a trustee or receiver has been appointed over all or a substantial portion of the property of the Proposer under federal bankruptcy law, or any state insolvency.

### **1.12 Contract Termination**

The City, by written notice, may terminate in whole or part any Contract resulting from this competitive solicitation, when such action is in the best interest of the City. If the Agreement is so terminated, the City shall be liable only for payment for services rendered prior to the effective date of termination. The City may, by written notice to the Successful Proposer, terminate the Agreement if the Successful Proposer has been found to have failed to perform his/her services in a manner satisfactory to the City. The City may terminate the Agreement for convenience at any time by providing thirty (30) days written notice to the Successful Proposer. In the event the Successful Proposer is found to be in default, the Successful Proposer will be paid for all labor and materials provided as of the termination date only after City has completed the work called for by this Agreement with other forces, and has deducted the cost of such work, and any other damages payable to City, from any contract balance otherwise due and owing to the Professional under this Agreement. No consideration will be given for anticipated loss of revenue on the canceled portion of the Contract.

**1.13 Contract Administrator**

The City's Public Works Director/Designee shall be responsible for administering the Agreement, monitoring, and evaluating the service. The Successful Proposer will report to the City's authorized representative.

**1.14 Estimated Quantities**

Estimated quantities or estimated dollars are provided for your guidance only. No guarantee is expressed or implied as to actual quantities during the contract period. The City is not obligated to place an order for any given amount subsequent to the award of this contract. Said estimates may be used by the City for purposes of evaluating a response or determining the most advantageous proposer meeting specifications. The City reserves the right to acquire additional quantities at the prices proposed or at lower prices.

**1.15 Background Screening**

The Successful Proposer may be required to perform level 2 background screening on employees that perform work for the City of Coral Gables, pursuant to Chapter 435 F.S.

**1.16 UTILIZATION OF MINORITY / WOMEN'S / LABOR SURPLUS FIRMS.**

The City of Coral Gables, in accordance with the requirements as stated in 2 C.F.R. § 200.321 encourages the active participation of minority businesses, women's business enterprises and labor surplus area firms as a part of any subsequent agreement whenever possible. As such any contractor utilized by the City must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible, in accordance with § 2 CFR 200.321. More specifically, if subcontracts are to be let, through a prime contractor, that contractor is required to take the affirmative steps listed in items (1) through (5) below.

- (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
- (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

Prior to any contract award, the Proposer must document efforts to utilize M/WBE firms including what firms were solicited as suppliers and/or subcontractors as applicable and submit this information with their Proposal. Information regarding certified M/WBE firms can be obtained from:

**Florida Department of Management Services (Office of Supplier Diversity)**  
**Florida Department of Transportation**  
**Minority Business Development Center in most large cities; and**  
**Local Government M/DBE programs in many large counties and cities.**

**1.17 Bid Bond/Bid Security/Bid Deposit**

A Bid Bond, a certified check, cashier's check, Treasurer's check or bank draft of any State or National Bank in the amount of five percent (5%) of the proposal total amount will accompany the Proposal. The bonding company must appear on the US Treasury List. The Bid Bond of the Successful Proposer will be retained until receipt and acceptance of a performance bond and all other required documents. Bid Bonds of all other Proposers will be returned without interest upon Award of Contract. **Failure to provide the bid bond when required shall result in the Proposer being "non-responsive" and rejected.**

**1.18 Performance and Payment Bond**

The Successful Proposer shall post a Payment and Performance Bond from a Corporate Surety, which is satisfactory to the City as security for the performance and prompt payment to all persons supplying labor and material in the execution of the work to be performed under the Contract and on any and/or all duly authorized modifications hereof. A bond will be posted upon issuance of a Notice to Proceed (NTP) or Purchase Order and shall be a sum equal to one hundred percent (100%) of the contract amount (as indicated on the NTP or PO), plus adjustments thereto, unless otherwise specified. The bond shall be in force for a period of not less than one (1) year from the date of original execution by the Bond Surety. The bond may be in the form of a Cash Bond or Surety bond written through an approved, reputable, and responsible company authorized to do business in the State of Florida. Attorneys-in-fact who sign bid bonds or contract bonds must file with such bond a certified copy of power of attorney to sign said bond.

Payment and Performance Bonds must be filed by the Proposer with the Procurement Division, in the full amount of the contract amount, as set forth here within this section in form and with corporate surety satisfactory to the City Manager and City Attorney, conditioned upon the performance of the work in accordance with the Contract, and for the payment of all persons performing labor and furnishing equipment or materials in connection with the Contract and indemnifying said City of Coral Gables from any expense, loss, or cost arising from and out of the improper performance of said Contract.

**1.19 Bid Bond/Bid Security/Bid Deposit Forfeited Liquidated Damages**

The following specification shall apply to bid/proposal, performance, payment, maintenance, and all other types of bonds:

All Bonds shall be written through surety insurers authorized to do business in the State of Florida as surety, with the following qualifications as to management and financial strength according to the latest edition of Bests Insurance Guide, published by A.M. Best Company, Oldwick, New Jersey.

<b>Bond Amount</b>	<b>Best Rating</b>
500,000 to 1,499,999	A VI
1,500,000 to 2,499,999	A VIII
2,500,000 to 4,999,999	A X
5,000,000 to 9,999,999	A XII
over 10,000,000	A XV

On bond amount of \$500,000 or less, the provisions of Section 287.0935, Florida Statutes (1985) shall be in effect and surety companies not otherwise qualifying with this paragraph may optionally qualify by:

1. Providing evidence that the surety company is licensed to do business in the State of Florida;
2. Providing evidence that the surety company holds a certificate of authority authorizing it to write surety bonds in this state;

3. Providing evidence that the surety has twice the minimum surplus and capital required by the Florida Insurance Code at the time the Invitation for Bids and/or Request for Proposals is issued.
4. Certifying that the surety is otherwise in compliance with the Florida Insurance Code.
5. Providing a copy of the currently valid Certificate of Authority issued by the United States Department of the Treasury under 31 U.S.C. ss. 9304-9308.

Surety insurers shall be listed in the latest Circular 570 of the U.S. Department of Treasury entitled A Surety Companies Acceptable to the Federal Bonds, published annually. The bond amount shall not exceed the underwriting limitations.

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## **SECTION 2**

### **Request for Proposals (RFP) No. 2018-009**

#### **2.0 SCOPE OF SERVICES/WORK**

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##### **2.1. PURPOSE**

The City of Coral Gables, Florida ("City") is soliciting proposals for **Disaster Debris Removal Services** ("Services") from a qualified and experienced professional firm ("Proposer"), readily available to provide the services outlined in this solicitation, in accordance with Federal Emergency Management Agency (FEMA) policies, procedures, and directives; Federal law, regulations, and executive orders; and State / Local law and regulations.

In providing the services solicited here in, the Successful Proposer shall adhere to the latest applicable FEMA policies, procedures, and directives, such as the FEMA Public Assistance Program and Policy Guide (PAPPG) FP 104-009-2 / January 2018 as may be amended, updates or replaced from time-to-time. The Proposer shall also adhere to applicable Federal law, regulations, and executive orders; and State / Local law and regulations.

The decision to initiate the Successful Proposer's services will be determined by the City on an event-by-event basis, and is dependent upon, among other factors, the amount and extent of debris requirement removal. The City reserves the right, at its sole discretion, to perform any task contained in this solicitation.

##### **2.2. SCOPE**

As it may be tasked by the City in writing in accordance with the contracted unit prices, Successful Proposer shall provide all expertise, personnel, processes, tools, materials, equipment, transportation, supervision and all other services and facilities of any nature necessary to execute, complete and deliver the timely clearing, removal and disposal of all eligible and if specifically tasked in writing, non-eligible, disaster generated debris.

The term "eligible," as used herein, means qualifying for emergency funding and meeting the most current stipulated requirements of the Public Assistance Program, and all applicable State and Federal disaster specific guidance and policies, and the policies of the Federal Highway Administration (hereinafter referred to as FHWA). The availability of Additional Services as described herein is also desired.

The City will direct all actions to secure necessary permissions, waivers and Right of Entry (ROE) Agreements from real property owners and / or Homeowner Associations (HOA) as required for the lawful removal of debris and/or demolition of structures from real properties. All such actions will be consistent with Federal requirements applicable to the emergency event.

The term, "Debris", as used herein, includes all forms of emergency-generated debris, such as:

- **Vegetative Debris** includes whole trees, stumps, trunks, branches, limbs, and other leafy material;
- **Construction and Demolition Debris (C&D)** includes components of buildings and structures, such as lumber and wood, gypsum wallboard, glass, metal, roofing material, tile, carpeting and other floor coverings, window coverings, pipe, concrete, asphalt, equipment, furnishings, and fixtures;
- **Hazardous Waste (HW)** is a waste that appears on one of the four hazardous waste lists in Title 40 of the Code of Federal Regulations (CFR) Part 261 or exhibits at least one of the following four characteristics:
  - Ignitability

- Corrosivity
- Reactivity
- Toxicity

Hazardous waste is regulated under the Resource Conservation and Recovery Act (RCRA) and contains properties that make it potentially harmful to human health or the environment;

- **Household Hazardous Waste (HHW)** - is a hazardous product or material used and disposed of by residential consumers, rather than commercial or industrial consumers. HHW includes some paints, stains, varnishes, solvents, pesticides, and other products or materials containing volatile chemicals that catch fire, react, or explode under certain circumstances, or that are corrosive or toxic. HHW mixed with other debris types will contaminate the entire load, which necessitates special disposal methods;
- **White Goods** - are defined as discarded household appliances such as refrigerators, freezers, air conditioners, heat pumps, ovens, ranges, washing machines, dryers, and water heaters. Many white goods contain ozone-depleting refrigerants, mercury, or compressor oils. The Clean Air Act prohibits the release of refrigerants into the atmosphere and requires that certified technicians extract refrigerants from white goods before disposal or recycling. Some States and Tribal Governments also require certified technicians to extract compressor oils before disposal or recycling. To avoid releases of refrigerants or oils, the collection of white goods should be accomplished carefully by manually placing the appliance on trucks or by using lifting equipment that will not damage the elements that contain the refrigerants or oils;
- **Electronic Waste** - (e-waste) refers to electronics that contain hazardous materials, such as computer monitors, televisions, cell phones, and batteries. These products may contain minerals and chemicals that require specific disposal methods;
- **Vehicle and Vessels** - Vehicles and vessels may be damaged, destroyed, displaced, or lost as a result of a disaster. These vehicles and vessels may eventually be abandoned because of the damage incurred or because the original owners have relocated. Vehicles and vessels may be classified as debris if they block public access and critical facilities;
- **Putrescent Debris** - Putrescent debris is any debris that will decompose or rot, such as animal carcasses and other fleshy organic matter;
- **Soil, Mud, and Sand** - Floods, landslides, winds, and storm surges often deposit soil, mud, and sand on improved public property and public rights-of-way. Facilities commonly affected by this type of debris include streets, sidewalks, storm and sanitary sewers, water treatment facilities, drainage canals and basins, parks, and public swimming pools;
- **Infectious Waste** - Infectious waste is waste capable of causing infections in humans and can include contaminated animal waste, human blood, blood products, medical waste, pathological waste, and discarded sharp objects (needles, scalpels, or broken medical instruments). Clearance, removal, and disposal of infectious waste may be under the authority of another Federal agency (the Centers for Disease Control and Prevention, EPA, etc.);
- **Chemical, Biological, Radiological, and Nuclear Contaminated Debris (CBRN)** - is any debris contaminated by chemical, biological, radiological, or nuclear materials.

Unless specifically directed by the City in writing, Services under this RFP will be limited to eligible and non-eligible debris removal activities that are determined by the City to be necessary to:

- Eliminate immediate threats to life, public health, and safety;
- Eliminate immediate threats of significant damage to improved public or private property;
- Ensure the economic recovery of the affected community for the benefit of the community at large; or
- Mitigates risk to life and property by removing Substantially Damaged structures and associated structures and appurtenances as needed to convert property acquired using Hazard Mitigation Grant Program funds to uses compatible with open space, recreation, or wetlands management practices.



Services will only be performed when requested by the City in writing through an approved Notice to Proceed or Purchase Order issued by the City. Successful Proposer shall generally only perform its services within the legal boundaries of the City. All services shall be in accordance with the prices specified in the contract.

The City reserves the right to approve all subcontractors hired by the Successful Proposer and/or to require the Successful Proposer to dismiss a subcontractor for cause, upon request.

### **2.2.1. Initial Deployment**

Within 24 hours of the State's Declaration of a State of Emergency, and/or City's notification to Successful Proposer, the Successful Proposer's Project Manager shall report to the City's Emergency Operations Center (EOC), or such other place as designated by the CITY. At the direction of the City in writing the Successful Proposer will mobilize, such equipment and equipment operators as deemed necessary for use in the City's Rescue and Reconnaissance operation. Said operators will be paid for time at the City's Rescue Reconnaissance operation center prior to and during the storm. Front loaders with grapples will be paid for four (4) hours to mobilize and stage at the City's facility prior to and during the storm. Said equipment and operators shall remain in the City's Rescue Reconnaissance operation center prior to and during the storm and be ready for deployment at the direction of City personnel immediately following the passing of the debris causing event (primarily, but not exclusively, Hurricanes). This operation will begin the Emergency Push/Road Clearance activities (described below) in support of the Rescue Reconnaissance activities citywide and will be assigned to only one Successful Proposer. During this period, at the direction of the City in writing, the Emergency Push/Road Clearance activities may be further authorized after initial Rescue Reconnaissance activities begin. The rescue Reconnaissance operation will normally be completed within the first 70 hours following the activation of this contract, unless notified otherwise by the City. Time and material rates as shown in Section 8 shall be applicable. Separate records shall be kept for FEMA and FHWA roadways for the initial deployment operations.

### **2.2.2 Emergency Push/Road Clearance**

At the direction of the City in writing, the Emergency Push/Road Clearance activities may be authorized and assigned after initial Rescue Reconnaissance activities begin. Contractor(s) shall accomplish the cutting, tossing and/or pushing of debris, hanging limbs, or leaning trees off of transportation routes as identified by the City. The emergency push will normally be completed within a reasonable time, which will be determined at the time of disaster, following the activation of this contract, unless notified otherwise by the City. Time and material rates as shown in Section 8 shall be applicable. Separate records shall be kept for FEMA and FHWA roadways for the emergency push operations.

### **2.2.3 Debris Removal/Demolition of Structures**

In anticipation of a likely debris generating event, or upon assessment of the magnitude of the debris generated and the type of infrastructure damage caused by the disaster event, the City will formulate written direction for the Successful Proposer in the form of one or more Notice to Proceed or Purchase Order. Work will be authorized to be performed in accordance with the contracted unit costs which generally consist of either the separated components of the entire debris removal process or various groupings of these tasks.

Debris removal will generally only be authorized if it is eligible for reimbursement by FEMA or FHWA; however, the City reserves the right to task the Successful Proposer with performing non eligible work; the cost of which will be born separately by the City. All eligible work will be performed consistent with Federal requirements applicable to the disaster event. Separate records shall be kept for removal of eligible and non-eligible debris and these operations will generally be kept separate.

The Successful Proposer will ensure compliance with instructions from the City regarding the collection, hauling and disposal of HW and HHW, Infectious Waste, CBRN Waste and/or other categories of debris. Separate records shall be kept for removal of these materials from FEMA and FHWA roadways.

Successful Proposer will ensure HW and HHW, Infectious Waste and CBRN Waste screening and disconnection of utilities as appropriate. For Construction and Demolition Debris (C&D), all applicable local, state and federal regulatory requirements regarding asbestos containing materials shall be adhered to unless waived by applicable regulatory authorities.

White Goods containing refrigerants will be hauled to a City approved staging area where certified technicians will remove the refrigerants. The removal, transportation and disposal of Freon includes obtaining all necessary Local, State, and Federal Handling Permits and operating in accordance with all Local, State, and Federal regulatory agencies.

Successful Proposer will at all times exercise due diligence in removing debris and performing other work, so as not to damage existing infrastructure.

As directed by the City in writing, for the unit price quoted, Successful Proposer shall load and haul any and all types of debris to one or more approved and certified Debris Management Sites (DMS) or other disposal destination designated by the City which may or may not be the final disposal site provided by the Successful Proposer.

Typical Debris removal situations are as follows:

**2.2.3a Debris Removal from Public Right-of-Way (ROW)**

Work is generally eligible for reimbursement.

**2.2.3b Debris Removal from Improved and Unimproved Public Property**

Removal from Improved Public Property is generally eligible for reimbursement. Removal from Unimproved Public Property is generally not eligible for reimbursement.

**2.2.3c Debris Removal from Real Property**

Much of this work will be eligible once the City procures Right of Entry Agreements (ROE) from property owners.

**2.2.3d Demolition of Structures on Public and Private Property**

Work may be eligible for reimbursement. Right of Entry Agreements (ROE) are required for work on Private Property. As directed by the City in writing, Successful Proposer shall demolish unsafe structures located on public and private property in accordance with contracted unit costs. The debris created by demolition activities shall be removed at the unit cost for construction and demolition debris.

**2.2.4 Debris Separation/Reduction/Recycling and Management of Debris Management Sites (DMS):**

The City may provide the Successful Proposer with Debris Management Sites (DMS) that would be used for materials handling, reduction, storage, recycling, equipment maintenance, etc., if it is disadvantageous to transport debris directly to the final disposal location. The City may task the Successful Proposer with locating additional sites to be used as (DMS). The Successful Proposer will be responsible for returning any utilized (DMS) to its original condition, abiding by all State and Federal environmental regulatory requirements.

If a (DMS) is activated, the Successful Proposer shall operate and manage it to accept and process all event debris. All actions will be implemented by the Successful Proposer only with the prior approval of the City. Actions by the Successful Proposer will include, but are not limited to, the following:

- Ensure that only debris authorized by the City's Contract Administrator will be allowed into the (DMS).
- Provide to the City a video record of the pre- and post-use site conditions.
- As directed by the City, conduct an onsite Phase 1 Environmental Audit.
- Prepare a plan of proposed site layout and review with the City prior to its implementation.

- Prepare a plan for site security and traffic control for both on the site and adjacent roadways and review with the City prior to its implementation.
- Provide adequate fire prevention/fighting equipment, including water truck and hoses, on site throughout the operational period of the (DMS).
- Build and/or maintain roads as necessary for (DMS) operation
- Provide and/or construct and maintain stabilized roofed inspection towers sufficient for a minimum of three inspectors; Towers will be positioned at any entrance and any exit of the (DMS).
- Comply with any applicable environmental requirements, to include litter control fencing, silt fencing, dust control, hazardous materials containment area, and/or water retention berms.
- Confine hours of operation of the (DMS) to those determined by the City.
- Stage and process all debris in accordance with instructions from the City.
- Process debris by methods that may include, but not be limited to, reduction by grinding, air curtain incineration when approved, or other alternate methods of reduction, such as compaction.
- Prior to reduction and to the extent practical, segregate debris between vegetative debris, construction and demolition debris, white goods and hazardous waste. Recycle materials where applicable.
- Develop and implement, with the approval of the City, a procedure for management of the receipt of unauthorized and/or ineligible debris at the (DMS).
- Provide the City with proper and acceptable documentation (including destination, tickets, volume/weight) for final disposal of debris accepted at the (DMS).
- Upon the closure of the (DMS), restore the site to its pre-use condition, meeting all regulatory requirements for the site closure; Survey the site to verify that it has been restored to pre-use elevation and condition.
- As directed by the City, sod, hydro-seed or sprig the property or repair asphalt surfaces once all other site closure issues have been addressed.
- As directed by the City conduct post use soil and water test.

### **2.2.5 Removal of Hazardous Trees and Hanging Limbs**

As directed by the City in writing, work shall consist of all labor, equipment, fuel, and miscellaneous costs necessary to:

- Remove hanging tree limbs (2) two inches or greater in diameter existing in the City.
- Remove hazardous trees existing in the City inclusive of the stump if the root balls are more than 50% exposed and place the debris in a suitable place for collection.
- Flush cut hazardous trees existing in the City if the root balls are less than 50% exposed and place the debris in a suitable place for collection.
- Load and remove all debris generated from the removal of all hazardous trees and hanging limbs as if it were normal vegetative debris in accordance with 5.2.

All disaster specific eligibility guidelines regarding size and diameter of leaning trees will be communicated to the Successful Proposer, in writing, by the City.

### **2.2.6 Removal of Hazardous Stumps**

As directed by the City in writing, work shall consist of all labor, equipment, fuel, and miscellaneous costs necessary to manage hazardous uprooted stumps as follows:

- Successful Proposer will be compensated for the process of extracting and transporting, to the (DMS) or final disposal site, hazardous stumps that are (24) twenty-four inches or **greater in diameter**, measured (24) twenty-four inches from the base of the tree (large stumps) (This unit cost does not apply to previously extracted stumps placed out for

collection, which will be compensated for as normal vegetative debris.) For contractor extracted stumps, Successful Proposer will be further compensated for the management process through final disposal in accordance with the unit costs per cubic yard of normal vegetative debris. The cubic yardage of each stump will be determined using the FEMA Stump Conversion Table. (See Section 11 – FEMA Stump Conversion Table) Where appropriate, the City or its representative will measure and further certify the FEMA disaster assistance eligibility of all stumps before removal. Successful Proposer is responsible for determining the method of extraction and transport of stumps, subject to the approval of the City. As part of the large stump removal process, the Successful Proposer shall fill the stump hole with fill suitable for the cultivation of replacement trees subject to the approval of the City. Hole shall be filled to a point even with the surrounding intact, undisturbed ground elevation.

- Regardless of the need for extraction, the Successful Proposer will be compensated at the unit cost per cubic yard of normal vegetative debris, for the transport to the (DMS) or final disposal site, all hazardous stumps that measure less than (24) twenty-four inches in diameter measured (24) twenty-four inches from the base of the tree (small stumps). If the stumps are transported separate from other normal vegetative debris, the cubic yardage of each stump will be determined using the FEMA Stump Conversion Table (See Section 11 – FEMA Stump Conversion Table). It is assumed that most small stumps will be comingled with normal vegetative debris. Successful Proposer is responsible for determining the method of extraction and transport of stumps, subject to the approval of the City. As part of the large stump removal process, the Successful Proposer shall fill the stump hole with fill suitable for the cultivation of replacement trees subject to the approval of the City. Hole shall be filled to a point even with the surrounding intact, undisturbed ground elevation.
- **Non-Eligible Stumps**
  - Cost per inch of stump diameter includes stump removal to 24" below grade and surface roots.
- **Bracing / Standing Up of Trees:**
  - Cost per tree to straighten and brace with 2' x 3' or 2' x 4' lumber.
    - 5" diameter at breast height (DBH) or less uprooted over 50%
    - 5" diameter at breast height (DBH) or less only leaning and/or uprooted less than 50%
  - Cost per diameter at breast height (DBH)
    - Trees and palms greater than 5" DBH

### **2.2.7 Hazardous Waste Removal, Transport, and Disposal**

As directed by the City in writing, work shall consist of all labor, equipment, fuel, and miscellaneous costs necessary for the removal, transportation, and disposal of HW and HHW, Infectious Waste and CBRN Waste. The removal, transportation, and disposal of HW and HHW, Infectious Waste and CBRN Waste includes obtaining all necessary Local, State, and Federal Handling Permits and operating in accordance with all Local, State, and Federal regulatory agencies.

The Successful Proposer will identify, separate, collect, transport and dispose of disaster-generated debris determined to be hazardous and/or contaminated, thereby requiring that it be separately managed from other debris. The Successful Proposer will provide trained, experienced and equipped personnel to identify hazardous waste and contaminated debris at its point of origin, as well as to direct the Successful Proposer personnel in the safe and proper handling and disposal of the material. The Contractor will be reimbursed at a fixed rate for this service.

### **2.2.8 Debris removal from canals**

The Successful Proposer will remove debris resulting from the event from the drainage and navigation canals and adjacent banks, as directed by the City. Debris to be removed will be vegetative and/or construction and demolition (C&D) debris affecting the canals, but excludes removal of damaged and/or abandoned boats and cars. Debris will be placed such as to be managed as normal vegetative and/or construction and demolition (C&D) debris in accordance with the Component or Consolidated services process specified by the City in writing. The Successful Proposer will be reimbursed at a fixed rate for this service.

### **2.2.9 Designation and Management of Staging Areas**

Successful Proposer shall identify staging areas in collaboration with the City for the purposes of truck/equipment certification, provision of temporary fueling or vehicle maintenance (as required), and other operational service functions related to debris removal efforts. Successful Proposer shall provide temporary tent, sanitary and other appropriate conveniences necessary for the care and well-being of all Successful Proposer and sub-contractor personnel. The City will approve of the location, size, layout and services to be provided at any staging area established by the Successful Proposer, who will insure that each area is managed in accord with all applicable regulatory requirements and in a manner to minimize disruption to the surrounding neighborhoods.

### **2.2.10 Disaster Recovery Technical Assistance**

At no cost to the City, the Successful Proposer will provide Disaster Recovery Technical Assistance to the City to assist with guidance and consultation on all aspects of the recovery process. This assistance shall include documentation and management for the public assistance program, planning, training and exercise development, as well as attendance at the City's Emergency Operations Center (EOC) during activations of the EOC for exercise and actual emergency events as requested by the Contract Administrator.

## **2.3 PERFORMANCE OF SERVICES**

### **2.3.1 Description of Service**

Successful Proposer agrees to perform contracted services in a professional and workmanlike manner and in compliance with all applicable laws, ordinances, rules, regulations, and permits. Only the highest quality workmanship will be acceptable. Services, equipment and workmanship not conforming to the intent of Agreement or meeting the approval of the City may be rejected. Replacements and/or rework, as required, will be accomplished on a timely basis at no additional cost to the City.

### **2.3.2 Cost of Services**

Successful Proposer shall bear all of its own operating costs and is responsible for all permit and license fees, and maintenance of its own trucks and equipment to keep such property in a condition and manner adequate to accomplish contracted services. Upon receipt and acceptance of full documentation of the performance of services and an accurate invoice as specified by the City, the Successful Proposer shall be compensated at the contracted prices.

Unknown and/or unforeseen events or conditions may require an adjustment to the unit costs as originally contracted. Any amendments, extensions or changes to the scope of contracted services or unit prices are subject to full negotiations between the Contractor and the City and approval by formal City action.

In addition, all costs related to labor, materials and equipment shall be fair, reasonable, and where applicable, consistent with costs set forth in the most current version of the FEMA Schedule of Equipment Rates.

## **2.4 STANDARDS OF PERFORMANCE**

### **2.4.1 Successful Proposer representative and General Operations Plan:**

Successful Proposer shall identify a representative who shall have the authority to implement all actions required to begin the performance of contracted services as set out in this Agreement, the Contractor's General Operations Plan and the City's Work Authorization. A specific Operations Plan may be required of the Contractor for each disaster.

#### **2.4.2 Mobilization**

Unless otherwise required herein; when a Notice to Proceed or Purchase Order in advance of an event has been received by Successful Proposer, he/she will make all necessary arrangements to mobilize a minimum of 50% of the required resources within 48 hours and 100% of the required resources within 96 hours to commence and conduct these contracted services. The City may take such other actions as necessary to address the failure of the Successful Proposer to mobilize resources on the schedule required by the City.

### **2.5 GENERAL RESPONSIBILITIES OF THE CITY AND THE SUCCESSFUL PROPOSER**

#### **2.5.1 Other Agreements**

The City may be required to enter into agreements with Federal and/or State agencies for disaster relief. Successful Proposer shall be bound by the terms and conditions of such agreements, regardless of the additional burdens of compliance. City will provide Successful Proposer with a copy of any applicable agreements.

#### **2.5.2 The City's Obligations**

The City shall furnish all information and documents necessary for the commencement of contracted services, including a written Notice to Proceed or Purchase Order.

#### **2.5.3 Successful Proposer's Conduct of Work**

Successful Proposer shall be responsible for planning and conducting all operations in a satisfactory and professional manner. All Successful Proposer personnel and subcontractors shall demonstrate and maintain a courteous and responsible demeanor toward all persons.

#### **2.5.4 Supervision by Successful Proposer**

Successful Proposer will supervise and/or direct all contracted services performed by its employees, agents and subcontractors. Successful Proposer is solely responsible for all means, methods, techniques, safety and other procedures. Successful Proposer will employ and maintain a qualified project manager at the work site(s) who shall have full authority to act on behalf of Successful Proposer. All communications given to the project manager by the Contract Administrator or designee shall be as binding as if given to Successful Proposer.

#### **2.5.5 Self-sufficiency of Successful Proposer and Subcontractors**

The Successful Proposer shall ensure that its work force, including subcontractors, maintain self-sufficiency related to fuel, vehicle repair/maintenance, housing, sanitation food and related accommodations, in a manner that is consistent with local requirements and minimizing adverse effects on the community.

#### **2.5.6 Damages by Successful Proposer**

Successful Proposer shall be responsible for conducting all operations, whether contemplated by this Agreement or later requested as specialized services, in such a manner as to cause the minimum damage possible to existing public, private and commercial property and/or infrastructure. Successful Proposer shall also be responsible for any damages due to the negligence of its employees and subcontractors. Successful Proposer must report such damage to the Contract Administrator in writing within 24 hours. Should any property be damaged due to negligence on the part of the Successful Proposer, the City may either bill Successful Proposer for the damages, withhold funds due to Successful Proposer, or the contractor may

also repair all damage to the satisfaction of the City. The determination of whether "negligence" has occurred shall be made by the City.

#### **2.5.7 Successful Proposer's Duty Regarding Other Contractor(s):**

Successful Proposer acknowledges the presence of other contractors involved in disaster response and recovery activities by the federal, state and local government and of any private utility, and shall not interfere with their work.

#### **2.5.8 Successful Proposer's Ownership of Debris:**

All debris once collected by the contractor shall become the property of the Successful Proposer or by written notification to the Successful Proposer the City may exercise ownership of debris for removal and lawful disposal. The debris may consist of, but not be limited to, vegetation, construction and demolition debris, white goods and collected hazardous materials.

#### **2.5.9 Successful Proposer's Disposal of Debris:**

The Successful Proposer is responsible for locating and making available for use, a final disposal site or sites for all types of debris. In the event that the Successful Proposer is tasked with disposal of debris, these sites shall be used by the Successful Proposer unless alternate sites are approved by the City in writing. The contractor may be tasked with hauling debris to the a facility designated by the City, in which case the Successful Proposer will be compensated for the tipping fee as a direct pass through of costs. The City may at its option and as may be permitted by the disposal facility, make arrangements to pay the disposal facility directly for the tipping fee.

In accordance with all applicable law and regulation, the Successful Proposer shall be responsible for determining and executing the method and manner for processing debris at the (DMS) if used.

### **2.6 GENERAL REQUIREMENTS**

#### **2.6.1 Multiple, Scheduled Passes**

Successful Proposer shall make scheduled passes and/or unscheduled passes of each area impacted by the event, at the direction of the City. The City shall direct the interval timing of all passes. Sufficient time shall be permitted between subsequent passes to accommodate reasonable recovery and additional debris placement at the ROW by the citizens and the City. The Successful Proposer will document the completion of all passes based on direction from the City and will provide this documentation to the City at the frequency requested by the City. Partial removal of debris piles is strictly prohibited. The Successful Proposer shall not move from one designated work area to another designated work area without prior approval from the City or its representative. Any eligible debris, such as fallen trees, which extends onto the ROW from private property, shall be cut at the point where it enters the ROW, and that part of the debris which lies within the ROW shall be removed. The Successful Proposer shall not enter onto private property during the performance of this contract unless specifically authorized by the City, in writing.

#### **2.6.2 Clean as you go Policy**

The Successful Proposer shall provide a "clean as you go" policy and supervise and enforce such policy during debris removal operations. Loose leaves and small debris in excess of one bushel basket shall be removed within the designated area. No debris shall be left on the road surface. No single piece of debris larger than 6 inches in any dimension shall be left on site. Hand crews and rakes will be required.

#### **2.6.3 Operation of Equipment**

Successful Proposer shall operate all trucks, trailers and all other equipment in compliance with any/all applicable federal, state and local rules and regulations. Equipment shall be in good working condition. All loading equipment shall be operated from the road, street, or ROW. Since the City's system of grass

swales function as drainage infrastructure, the contractor and/or subcontractors shall use grapple devices to collect and load debris. In order to minimize damage to the City's drainage infrastructure, loading with buckets without grapples should be done as a last resort and only with City approval. No equipment shall be allowed behind the curb or outside of the public ROW unless otherwise directed by the City. Should operation of equipment be required outside of the public ROW, the Successful Proposer will ensure that a ROE Agreement has been obtained prior to property entry. The utmost care shall be given to the protection of trees and built infrastructure that remains in the disaster area such that no additional damage is caused by the Successful Proposer's activities.

#### **2.6.4 Security of Debris during Hauling**

Successful Proposer shall be responsible for the security of debris on/in each vehicle or piece of equipment utilized to haul debris. Prior to leaving the loading sites, Successful Proposer shall ensure that each load is secure and trimmed so that to the extent practical no debris extends horizontally beyond the bed of the equipment in any direction. All loose debris shall be reasonably compacted and secured during transport in accordance with FDOT guidelines. As required, Successful Proposer will survey the primary routes used by Successful Proposer for debris hauling as soon as possible after the transport and will recover fallen or blown debris from the roadway(s).

#### **2.6.5 Traffic Control:**

Successful Proposer shall mitigate impact on local traffic conditions to the greatest extent possible. Successful Proposer is responsible for establishing and maintaining appropriate traffic control in accordance with the most current edition of the US Department of Transportation Manual or Uniform Traffic Control Devices (MUTCD). Successful Proposer shall provide sufficient signage, flagging and barricading to ensure the safety of vehicular and pedestrian traffic at all debris removal, collection, reduction and/or disposal sites.

#### **2.6.6 Work Days/Hours**

Work days and/or work hours shall be as directed by the City following consultation and notification to Successful Proposer. Working hours on holidays shall be at the discretion of the City.

#### **2.6.7 Work Safety**

Successful Proposer shall provide and enforce a safe work environment as prescribed in the Occupational Safety and Health Act of 1970, as amended. Successful Proposer will provide such safety equipment, training and supervision as may be required by the City and/or other governmental regulations. Successful Proposer shall ensure that its subcontracts contain an equivalent safety provision. Monitoring towers shall be properly constructed for safety. Additionally, Proposer shall acknowledge and certify that it is in accordance with the mandatory requirement that this provision be set forth in all FEMA related contracts, that it shall comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5), as set forth in Schedule "L" of the Proposal.

#### **2.6.8 Inspection of Successful Proposer Operations:**

All debris shall be subject to inspection by the City and other public authorities to ensure compliance with this Agreement, applicable federal, state and local laws, and in accordance with generally accepted standards of emergency management professionals. The City will, at all times, have access to all work sites and disposal areas. In addition, authorized representatives and agents of the government shall be permitted to inspect all work, materials, invoices, and other relevant records and documentation.

#### **2.6.9 Corrective Actions Required of Successful Proposer**

When instructed by the City's representative, the Successful Proposer will immediately implement corrective actions to address health and safety issues and/or any other actions inconsistent with any of the terms of this agreement, as determined by the City in its sole discretion. Notify City within 24 hours.



### **2.6.10 Ineligible Work:**

Unless otherwise advised in writing by the City, the Successful Proposer will not be paid for the removal, transportation, storage, reduction and/or disposal of any material when not previously instructed by the City that such actions are eligible for state and/or Federal reimbursement.

### **2.6.11 Eligibility Inspections:**

City's monitors shall inspect each load of debris, or shall inspect at some other frequency of the City's direction, to verify that the contents are in accordance with the accepted definition of eligible debris.

### **2.6.12 Eligibility Determinations:**

If the Successful Proposer has been tasked in writing with the removal of only eligible debris, and subsequently any load is determined to contain material that does not conform to the definition of eligible debris, the load will be ordered to be deposited at another approved and certified receiving facility. No payment will be allowed for that load and Successful Proposer will not invoice the City for such loads. The City, through its authorized representative, will be the sole judge as to whether the material conforms to the definition of eligible debris. This does not preclude payment for non-eligible debris that is collected at the written direction of the City in a Work Authorization.

### **2.6.13 Other Agencies**

The term "government" as used in this solicitation refers to those governmental agencies which may have a regulatory or funding interest in this Agreement.

## **2.7 REPORTS, CERTIFICATIONS AND DOCUMENTATION**

### **2.7.1 Reports**

Successful Proposer shall submit periodic, written reports in a format required by the City documenting the progress of debris removal and disposal, and all tree related activities such as, but not limited to: trimming of hanging branches and limbs, removal of damaged and/or leaning trees, and stump removal. These reports may include, but are not limited to:

#### **2.7.1a Daily Reports**

Daily reports may detail the locations where passes for debris removal and tree trimming were conducted, the quantity of debris (by type) removed and disposed of, the total number of personnel crews engaged in debris removal operations and tree related activities, and the number of grinders, chippers and mulching machines in operation. Successful Proposer will also report damages to private property caused by the debris operation or damage claims made by citizens and such other information as may be required to completely describe the daily conduct of Successful Proposer's operations within 24 hours.

#### **2.7.1b Weekly Summaries**

A summary of all information contained in the daily reports as described in Section 2.7.1, within two days of the close of the week. At the request of the City, the data making up the weekly summaries shall also be submitted in electronic format, utilizing Microsoft Excel or Access or proprietary computer program as may be approved by the City. On line access to the data is preferred. The submitted electronic weekly data will include: Collection Successful Proposer, load ticket number, load date, load location, truck yardage, percent full, calculated yardage (or weight if applicable) field

monitor name / number, (DMS) location, tower monitor / name, debris materials categorization, and location of collection, e.g., ROW, FHWA, Canal, etc.

### **2.7.2 Report Delivery:**

The delivery schedule, point of delivery and the receiving personnel for the debris operations report will be directed by the City, in consultation with Successful Proposer.

### **2.7.3 Data Reconciliation**

Reconciliation of data will be accomplished weekly between the Successful Proposer and the City's representative. All discrepancies will be resolved within 5 days.

### **2.7.4 Final Project Closeout:**

Upon final inspection and/or closeout of the project by the City, Successful Proposer shall prepare and submit a detailed description of all debris removal activities in an electronic spreadsheet, to include, but not limited to the total volume, by type of debris hauled, reduced and/or disposed of, final disposal locations and amounts of the debris managed by the Successful Proposer, plus the total cost of the project invoiced to the City. The Successful Proposer shall provide, upon request of the City and/or no later than project closeout, a release of liens demonstrating that all subcontractors and material and service suppliers to the Successful Proposer have been fully paid. Agreement will provide any other additional information as may be necessary to adequately document the conduct of the debris removal operations for the City and/or government. Final project reconciliation must be approved by the City.

### **2.7.5 Certifications**

The Successful Proposer will adhere to the process for certification of personnel and vehicles established by the City, to include the following:

#### **2.7.5a Certification of Vehicles and Load Capacity**

Successful Proposer shall ensure that all equipment is certified in accordance with most current Federal and City procedures. After a disaster, the City, or their designated representative, will begin the equipment certification at a pre-designated site, or at staging areas established by the Successful Proposer.

All Successful Proposer and subcontractor trucks shall have valid registrations, insurance and meet basic operational criteria: tailgates or equivalent containment devices, tarps, etc., as well as all applicable motor vehicle safety requirements. Drivers shall possess valid licenses.

Truck body dimensions shall be measured, and information recorded on certification forms provided by the contractor with calculated capacity in cubic yards, license number, truck identification number assigned by the Successful Proposer and a short physical description of the truck noted. The Successful Proposer shall provide two placards for each truck, which shall be affixed on opposite sides of the truck body. The placards shall clearly display the contracting jurisdiction, the Successful Proposer, local government agency, and subcontractor name (if applicable), the vehicle number, the certified volume of the truck, and the date of certification. The placards will be consistent with the Standardized Debris Truck Placard (See Section 12). In the event that waste is disposed of at a facility at a per ton rate, the tare weight of the hauling vehicle shall be recorded on the certification forms.

The truck driver will be provided up to two (2) copies of the certification sheet for the contractor and sub-contractor's records. Trucks may be periodically recertified by the City.

### **2.7.5b Certification of Personnel**

The Successful Proposer will certify to the City that all Successful Proposer and Subcontractor personnel have received required and adequate training in relevant emergency response, disaster recovery, and debris removal operations. Upon request of the City, the Successful Proposer will provide documentation certifying the adequacy of the training, experience and capabilities of all Successful Proposer and subcontractor personnel, to include but not be limited to the following:

- Senior management personnel of the Successful Proposer assigned to implement work authorizations pursuant to this agreement will participate, upon request, in training and briefing sessions held by representatives of the City.
- Senior, supervisory personnel of the Successful Proposer and all subcontractors thereto will have received training in debris management, and the implementation of the National Incident Management System (NIMS).
- Personnel assigned by the Successful Proposer as responsible for data management, invoicing and other documentation duties will be trained in the data management concepts and approaches to be used by the City as may be required.
- Vehicle and equipment operators will be fully licensed and certified, as required by applicable local, State and Federal statutes and regulations.
- Upon their deployment for field operations, all Successful Proposer and subcontractor personnel will be briefed or trained appropriately in their duties, responsibilities, and the procedures to be utilized throughout the debris removal process, including safety procedures, load ticket management procedures, and accident reporting procedures

### **2.7.6 Utilization of a standardized "load ticket"**

The Successful Proposer and all subcontractors will utilize a standardized "load ticket" for documenting each load of debris from its origin to the (DMS) and/or final disposal location, as indicated. The "load ticket" utilized shall provide opportunity for recording the following information: Preprinted ticket number, Contract number, Prime contractor's name or designated number, Date, Truck number, Truck driver's name, type of material (Vegetation, Construction & Demolition, White Goods, Household Hazardous Waste or Other), Load Location (GPS or address preferred), Loading date/time (departure from collection location), Loading Site Monitor name/signature, Truck capacity in cubic yards or tons, Load Size, either cubic yards (percent of actual) or tons, Unloading location, Unloading date/time (arrival at disposal site), Unloading site monitor name/signature.

### **2.7.7 Additional Supporting Documentation:**

Successful Proposer shall submit sufficient reports and/or documentation for debris loading, hauling, disposal, and load capacity measurements, and any other services provided by Successful Proposer as may be required by the City and/or other governmental entity to support requests for debris project reimbursement from external funding sources.

### **2.7.8 Report Maintenance:**

Successful Proposer will be subject to audit by federal, state and local agencies pursuant to this Agreement. Successful Proposer will maintain all reports, records, debris reporting tickets and Agreement correspondence for a period of not less than three (3) years.

## **2.8 ADDITIONAL SERVICES**

The City wishes the Successful Proposer to be prepared to provide the following additional services.

### **2.8.1 Abandoned Vehicles**

The Successful Proposer will remove motor vehicles, to include trailers and RV's, damaged by the disaster event and/or abandoned by the owner due to the circumstances of the event. The City will identify the

area(s) from which motor vehicles are to be removed. Motor vehicles will be processed by or for the Successful Proposer in a manner that complies with all requirements for removal and processing of hazardous materials, e.g., gasoline, oils and other fluids. The Successful Proposer will also ensure the proper final disposal of the removed vehicle. The Successful Proposer will be reimbursed at a fixed rate, inclusive of all towing, processing and disposal costs.

### **2.8.2 Boats**

Boats severely damaged by the disaster event, and abandoned in or on the canals, marinas, and beaches of the City will be collected by the Successful Proposer, processed for removal and disposal of hazardous materials in accord with applicable regulations, demolished and transported to a suitable location for final disposal. The City will determine the vessels to be removed, will establish that they have been legally abandoned by their owners, and will take other necessary steps as required by law before directing the Successful Proposer to remove and dispose of the vessel. The Successful Proposer is otherwise responsible for compliance with all regulations and requirements applicable to the removal and disposal process. Boat debris shall be placed such as to be managed as C&D debris in accordance with the Component or Consolidated services process specified by the City in writing. The Successful Proposer will be reimbursed at a fixed rate for this service.

### **2.8.3 Fire Suppression Support**

In the event of water system failure in the City, the Successful Proposer will provide filled water trucks of a minimum capacity of 1500 gallons, and equipped with outlet valves compatible with fire hose connections meeting national standards of the National Fire Protection Association, or as otherwise specified by the City. The City will direct the Successful Proposer regarding the location(s) for the truck(s) to be positioned, and the City will provide a fully qualified and licensed driver. If the initial water supply is used, the City will be responsible for refilling the truck. The Successful Proposer will be reimbursed at a fixed rate for this service.

### **2.8.4 Emergency potable water**

The Successful Proposer will provide the City with whole pallets of individually bottled drinking water. The City will instruct the Successful Proposer as to the number of pallets needed, the location(s) for delivery, and the schedule for delivery. Multiple deliveries may be necessary. The Successful Proposer will be reimbursed at a fixed rate for this service.

### **2.8.5 Emergency delivery of ice**

The Successful Proposer will provide the City with whole pallets of cubed ice made from potable water in individually packaged sacks of between 5 and 10 pounds. The City will instruct the Successful Proposer as to the number of pallets needed, the location(s) for delivery, and the schedule for delivery. Multiple deliveries may be necessary. The Successful Proposer will be reimbursed at a fixed rate for this service.

### **2.8.6 Temporary bathrooms, showers, kitchens and feeding locations**

The Successful Proposer will provide the City with "comfort stations," e.g., modular units to provide for the comfort and support of disaster victims within or near impacted neighborhoods. The modular units will include tents, portable toilets, hand basins, shower units, a mobile kitchen, chairs and tables for food service, and all necessary personnel, food, equipment and supplies to operate the units for extended periods. Each comfort station must include equipment compliant with the Americans with Disabilities Act. The unit must be capable of serving three meals per day. The City will provide law enforcement and emergency medical services staff to compliment the work force provided by the Successful Proposer. The Successful Proposer will be reimbursed at a fixed rate for this service for units capable of serving 50 or 100 persons.

### **2.8.7 Temporary satellite communications**

The Successful Proposer will provide satellite communications units capable of voice, text messaging, data transfer and Internet access for use by City personnel in the event of failure of other communications systems. The units will be rented/leased to the City and will be fully equipped, including AC/DC adapters (including automotive battery chargers), instructions and carrying cases. The units will be fully operational upon delivery to the City, without further action by the City. The Successful Proposer will be reimbursed at a fixed rate for this service.

### **2.8.8 Emergency power generation**

The Successful Proposer will provide mobile electric power generation units for facilities and locations located within the City. The City will define the size and fuel type of the mobile units, which will be leased to the City. The Successful Proposer will deliver the units to the facilities or locations designated by the City, and ensure connection of the unit to the existing electrical wiring by a licensed electrician. The Successful Proposer will also ensure the unit is fueled, tested, and demonstrated to be operational prior to departure from the location. The Successful Proposer will also provide fuel for the duration of the units use by the City, and will have readily available technical support and repair or replacement services. The Successful Proposer will be reimbursed a fixed rate for this service.

### **2.8.9 Pumping and water relocation/removal for flood control**

The Successful Proposer will provide all personnel, trucks, pumps, hoses, fuel, and other necessary equipment for removal of standing water from low collection areas where localized flooding threatens public safety or continuing property damage, as directed by the City. The minimum required capacity of the services to be provided to any such location, upon instruction of the City, will be (110 gallons/minute with a 4" connection). Water removal may be both by pumping to adjacent storm sewers, if functional, to nearby stream or drainage canals, or into tanker trucks. The Successful Proposer must comply with any applicable environmental requirements concerning discharge of the water once pumped. The Successful Proposer will be reimbursed at a fixed rate for this service.

### **2.8.10 Sewer, culvert and catch basin cleaning**

The Successful Proposer will provide all personnel, vehicles, equipment and supplies to clean disaster-related debris, including sand and mud, from storm sewers, culverts, and catch basins. The City will designate the storm water systems to be cleaned. This service will be provided on a per structure basis.

### **2.8.11 Decontamination of buildings and facilities**

The Successful Proposer will provide for chemical and/or biological decontamination of buildings, facilities or other structures as directed by the City. The Successful Proposer is responsible for providing experienced, trained and equipped personnel, for all equipment and supplies, and for final disposal of all contaminated materials removed from the structure. All operations by the Successful Proposer must be in full compliance with all health and safety standards, as well as environmental protection requirements applicable to the decontamination and disposal process. The Successful Proposer will be reimbursed at a fixed rate for this service.

### **2.8.12 Mold remediation**

The Successful Proposer will provide all personnel, equipment, supplies and services necessary for the planning of mold remediation services, removal and disposal of mold contaminated materials, and other mold remediation measures necessary for affected public buildings belonging to the City. The Successful Proposer will comply with all Federal guidelines on mold remediation, and ensure compliance with all applicable health, safety and environmental protection standards. The City will designate which buildings or other structures are to be remediated, will approve the Successful Proposer's mold remediation plan, and will designate the disposal facility to be utilized for mold-contaminated materials removed by the Successful Proposer. The Successful Proposer will be reimbursed at a fixed rate for this service.

**2.8.13 Modular Units for Continuity of Operations**

The Successful Proposer shall provide modular units/office trailers for continuity of operations. Units shall have central or wall mounted HVAC, lighting, electrical outlets, and vinyl flooring. Units must include office furniture, sufficient to accommodate laptop or desktop computers and monitors. Units must be ADA compliant.

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## **SECTION 3**

### **Request for Proposals (RFP) No. 2018-009**

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#### **3.0: MINIMUM QUALIFICATION REQUIREMENTS**

The following represent the minimum qualification requirements for a Proposer to be deemed responsive by the City, and Proposer shall satisfy each of the following minimum requirements cited below. Each of these minimum qualifications must be addressed in detail in its submittal to determine Proposer's responsiveness. Failure to meet each of the following qualification requirements, and/or failure to provide sufficient detail and/or documentation in its submittal to determine responsiveness by the City, will result in the submittal being deemed non-responsive.

#### **(A) PROPOSER SHALL:**

- (1) Be regularly engaged in the business of providing the goods and/or services similar in scope and size as described in the Request for Proposals "Scope of Services" for a minimum of five (5) years.
- (2) Provide proof of active status or documentation evidencing Proposer is currently seeking active status with the Florida Department of State, Division of Corporation.
- (3) Have performed at least two (2) debris removal projects involving a minimum of 100,000 cubic yards of debris within the past ten (10) years for public sector agencies similar in size to the City of Coral Gables. Similar in size shall mean a municipality/local government, with at least 51,000 residents within a fourteen (14) square mile area.

#### **(B) KEY PERSONNEL REQUIREMENTS:**

- (1) **Project Manager:** The Project Manager must have a minimum of five (5) years of documented experience in disaster debris removal. The Project Manager must also be a permanent staff employee of the Proposer.
- (2) **Operations Manager:** The Operations Manager must have a minimum of two (2) years of documented experience in disaster debris removal.
- (3) **Debris Sites Supervisor:** The Debris Sites Supervisor must have a minimum of two (2) years of documented experience in disaster debris site or construction site management.

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# **SECTION 4**

## **Request for Proposals (RFP) No. 2018-009**

### **4.0: RFP GENERAL CONDITIONS**

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#### **4.1 Acceptance/Rejection**

The City reserves the right to accept or reject any and/or all Proposals or sections thereof, and waive any informalities or technicalities. As a matter of information, the City Commission does not bind itself to accept the minimum specifications stated herein, but reserves the right to accept any which in the judgment of the City will best serve the needs and interest of the City. The City also reserves the right to reject any Proposer(s) who has previously failed to properly perform under the terms and conditions of a contract, to deliver on time any contracts with the City, and who is not in a position to perform the requirements defined in this RFP. This offering of RFP itself does not in any way constitute a contractual agreement between the City of Coral Gables and the Proposer(s), nor does the attached contract which is solely a draft.

#### **4.2 Legal Requirements**

The Proposer shall comply with all rules, regulations and laws of the City of Coral Gables, Miami-Dade County, the State of Florida and the Federal Government now in force or hereinafter to be adopted. Lack of knowledge by the Proposer shall in no way be cause for relief from responsibility.

**Contracts pursuant to this RFP must meet rules for Federal grants, as provided for in Title 2, C.F.R. Part 200 for contracts awarded by non-Federal Entities under Federal Awards which are incorporated herein by reference as if enumerated herein in their entirety in order to be eligible for reimbursement under the Public Assistance Program. This RFP is solicited in accordance with the Procurement Requirements as shown in Title 2 C.F.R. § 200.317 to 200.326 and Appendix II to Part 200 as detailed in Section 12 of this document and shall apply to all contracts issued pursuant to this Request for Proposal. All applicable provisions are incorporated by reference herein.**

**Prime Proposers shall be required to follow all of the requirements of 2 C.F.R. §200.321 in the execution of this Contract, and shall require and enforce similar compliance with all sub-contractors.**

**Proposer should visit the FEMA (Federal Government) website and review the FEMA requirements for providing monitoring services.**

**Proposer shall be responsible to adhere to any Federal rules, regulations and/or Executive Orders as required for providing services in accordance with this procurement.**

#### **4.3 Non-Appropriation of funds**

In the event that insufficient funds are appropriated and budgeted or funding is otherwise unavailable in any fiscal period for this Agreement, then the City, shall have the unqualified right to terminate the Work Order(s) or Agreement upon written notice to the Contractor, without any penalty or expenses to the City. No guarantee, warranty or representation is made that any particular work or any project(s) will be assigned to any vendor(s).

#### **4.4 Occupational License Requirements (Business Tax Receipt Requirements)**

Any person, firm, corporation or joint venture, with a business location in the City of Coral Gables who is submitting a response under this solicitation, shall meet the City's Occupational License Tax Requirements in accordance with Ordinance No O2005-15 of the City of Coral Gables Code and Chapter 205 of the Florida Statutes.

Others with a location outside the City of Coral Gables shall meet their local Occupational License Tax requirements. Copy of the license must be submitted with the Proposal; however, the City may,



at its sole option and in its best interest, allow the Proposer to supply the license to the City during the evaluation period, but prior to award.

#### **4.5 Use of Polystyrene Prohibited**

Contractor, vendor, lessee, concessionaire agrees to comply with Sec. 2-730 of the City of Coral Gables Code, which prohibits the sale or use of plates, bowls, cups, containers, lids, trays, coolers, ice chests, food containers and all similar articles made from expanded polystyrene within the city or in completing its duties to the city under this contract. (This prohibition does not apply to expanded polystyrene containers used for prepackaged goods that have been filled and sealed prior to receipt by the city contractor, vendor, lessee or concessionaire.) "Expanded polystyrene" is defined as blown polystyrene and expanded and extruded foams that are thermoplastic petrochemical materials utilizing a styrene monomer and processed by any number of techniques including but not limited to fusion of polymer spheres, infection molding, foam molding and extrusion-blown molding. Contractor, vendor, lessee or concessionaire understands that violation of this section shall be deemed a default under the terms of the contract, lease or agreement."

#### **4.6 Public Entity Crimes**

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a Proposal to provide any goods or services to a public entity, may not submit a Proposal with a public entity for the construction or repair of a public building or public work, may not submit Proposals on leases of real property to a public entity, may not be awarded or perform work as a proposer, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in F.S. 287.017 for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendors list.

#### **4.7 Resolution of Protests**

Pursuant to Section 2-910 of the City of Coral Gables Code which may be found on the City of Coral Gables Website: <http://www.coralgables.com>. Click on Government, City Department, Procurement, Procurement Code (City Code Chapter 2 Article VIII).

#### **4.8 Determination of Responsiveness**

Each Response will be reviewed by the Procurement Division to determine if it is responsive to the submission requirements outlined in the RFP. A "responsive" Response is one which meets the requirements of the RFP, includes all documentation, is submitted in the format outlined in the RFP, is of timely submission, and has the appropriate signatures as required on each document. Failure to comply with these requirements may deem a Response non-responsive.

#### **4.9 Evaluation of Responses**

##### **A. Rejection of Responses**

The City may reject a Response for any of the following reasons:

- 1) Proposer fails to acknowledge receipt of addenda;
- 2) Proposer misstates or conceals any material fact in the Response;
- 3) Response does not conform to the requirements of the Formal Solicitation;
- 4) Response requires a conditional award that conflicts with the method of award;
- 5) Response does not include required samples, certificates, licenses as required; and,
- 6) Response was not executed by the Bidder's/Proposer(s) authorized agent.
- 7) Proposer's unsatisfactory performance record, judged from the standpoint of conduct of work, workmanship, progress or standards of performance agreed upon in the Contract as substantiated by past or current work with the City.
- 8) Proposer has previously defaulted in the performance of a public service contract, or has been convicted of a crime arising from the performance of a previous or current public service contract.

- 9) Any other inability, financial or otherwise, to perform the work, based on any reasons deemed proper as determined of Proposer's capability to perform the work.

The foregoing is not an all-inclusive list of reasons for which a Response may be rejected. The City may reject and/or re-advertise for all or any part of the Formal Solicitation whenever it is deemed in the best interest of the City.

#### **B. Elimination From Consideration**

- 1) A contract shall not be awarded to any person or firm that is in arrears to the City upon any debt or contract, or which is a defaulter as surety or otherwise upon any obligation to the City. Principal, officer, or stockholder of Proposer shall not be in arrears or in default of any debt or contract involving the City, (as a party to a contract, or otherwise); nor have failed to perform faithfully on any previous contract with the City.
- 2) A contract may not be awarded to any person or firm that has failed to perform under the terms and conditions of any previous contract with the City or deliver on time contracts of a similar nature.
- 3) A contract may not be awarded to any person or firm that has been debarred by the City in accordance with the City's Debarment and Suspension Ordinance.
- 4) **Federal Debarment and Suspension (Executive Orders 12549 and 12689):** A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension. SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. The contractor shall certify compliance. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions and subcontracts.
- 5) A contract may not be awarded to any person or firm with any record of judgments, bankruptcies, pending lawsuits against the City or criminal activities involving moral turpitude, and not have any conflicts of interest that have not been waived by the City Commission.

#### **C. Determination of Responsibility**

- 1) Responses will only be considered from entities who are regularly engaged in the business of providing the goods/equipment/services required by the Formal Solicitation. Proposer must be able to demonstrate a satisfactory record of performance and integrity; and, have sufficient financial, material, equipment, facility, personnel resources, and expertise to meet all contractual requirements. The City reserves the right to make pre-award inspections of Proposer's facilities and/or equipment prior to contract award. The terms "equipment and organization" as used herein shall be construed to mean a fully equipped and well established entity in line with the best industry practices in the industry as determined by the City.
- 2) The City may consider any evidence available regarding the financial, technical and other qualifications and abilities of a Proposer, including past performance (experience) with the City or any other governmental entity in making the award.
- 3) The City may require the Proposer(s) to show proof that they have been designated as an authorized representative of a manufacturer or supplier which is the actual source of supply, if required by the Formal Solicitation.
- 4) Pursuant to 2 C.F.R. § 200.318(h), the City will award contracts only to responsible contractors possessing the ability to perform successfully under the terms and conditions of the proposed procurement. In addition to the above mentioned, consideration will be given to such matters as contractor integrity, compliance with public policy, record of past performance, and financial and technical resources.

**4.10 Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)**

Proposers must file the required certification, Schedule I hereto. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. Proposer shall certify compliance.

**4.11 Collusion**

The Proposer, by submitting a Response, certifies that its Response is made without previous understanding, agreement or connection either with any person, firm, or corporation submitting a Response for the same services, or with any City Department. The Proposer certifies that its Response is fair, without control, collusion, fraud, or other illegal action. The Proposer certifies that it is in compliance with the conflict of interest and code of ethics laws. The City will investigate all situations where collusion may have occurred and the City reserves the right to reject any and all Responses where collusion may have occurred.

**4.12 Sub-Contractor**

A Sub-Contractor / Sub-Consultant is an individual or firm contracted by the Proposer(s) to assist in the performance of services required under this RFP. A Sub-Contractor / Sub-Consultant shall be paid through Proposer(s) and not paid directly by the City. Sub-Contractors / Sub-Consultants are allowed by the City in the performance of the services delineated within this RFP. Proposer(s) shall clearly reflect in its Response the major Sub-Contractor / Sub-Consultant to be utilized in the performance of required services. The City retains the right to accept or reject any Sub-Contractor / Sub-Consultant proposed prior to Agreement execution. Any and all liabilities regarding the use of a Sub-Contractor / Sub-Consultant shall be borne solely by the Successful Proposer(s) and insurance for each Sub-Contractor / Sub-Consultant must be maintained in good standing and approved by the City throughout the duration of the Agreement. Neither the Successful Proposer(s) nor any of its Sub-Contractors / Sub-Consultants are considered to be employees or agents of the City. Failure to list all major Sub-Contractors / Sub-Consultants and provide the required information may disqualify any proposed Sub-Contractor / Sub-Consultant from performing work under this RFP.

Proposer(s) shall include in their Responses the requested Sub-Contractor / Sub-Consultant information and include all relevant information required of the Proposer(s).

**4.13 Substitutions for Assigned Personnel**

The City reserves the right to approve substitutions for assigned personnel proposed for this project. Substitutions may be allowed for staff turnover, sickness or other emergency situations.

**4.14 Florida Public Records Law**

Sealed bids or proposals received by an agency pursuant to invitations to bid, requests for proposals, or request for qualifications are exempt from Florida Statutes Section 119.07(1) until such time as the agency provides notice of a decision or intended decision or within 30 days after bid or proposal opening, whichever is earlier.

Records subject to the provisions of Public Record Law, Florida Statutes Chapter 119, shall be kept and maintained in accordance with such Statute. Supplier acknowledges that records and books, not subject to exemption under Chapter 119, may be disclosed and/or produced to third parties by the City in accordance with requests submitted under Chapter 119 or court orders without penalty or reprisal to the City for such disclosure and/or production. Supplier also agrees to assert, in good faith, any relevant exemptions provided for under Chapter 119 for records in its possession on behalf of the City. Furthermore, Supplier agrees to comply with the provisions outlined in Section 119.0701 of the Florida Statutes, the requirements of which are incorporated herein.

**4.15 Purchasing Agreements with Other Government Agencies:**

At the option of the awarded Proposer, the submission of any solicitation response to this Request for Proposals constitutes a proposal made under the same terms and conditions, for the same contract price, to other governmental agencies including the State of Florida and its agencies, political subdivisions, counties and cities.

Each governmental, not-for-profit or quasi-governmental entity which uses a contract(s) resulting here from, will establish its own contract, place its own orders, issue its own purchase orders, be invoiced there from and make its own payments, determine shipping terms and issue its own exemption certificates as required by the Successful Proposer(s).

**4.16 Protection of Property / Safety Concerns:**

The Successful Proposer shall at all-time take precautions to avoid any damage or loss property of the City, and shall replace and repair to the City's satisfaction any loss or damage at Proposer's expense. Proposer shall adhere at all times to all safety concerns regarding employees and visitors to the facility(s).

Precautions shall be exercised at all times for the protection of persons and property. All Proposers and Sub-Contractors shall conform to all OSHA, State and County regulations while performing under the Terms and Conditions of this contract. Any fines levied by the above mentioned authorities because of inadequacies to comply with these requirements shall be borne solely by the Proposer responsible for same.

**4.17 Invoicing & Payment**

Invoices shall contain purchase order number, or services performed including if applicable, service data, number of labor hours for each worker, hourly rate(s) for each worker, total employee hours billed. Copies or invoices or other appropriate documentation shall be provided for each job to support their actual cost prior to reimbursement. The Proposer, upon request by the City, shall supply additional documentation. Proposer will be paid in monthly installments. Payment is made according to the actual number of labor hours worked. Partial or full payment can be withheld until work is completed to the satisfaction of the City.

**4.18 Auditing of Records**

The successful Proposer's book and records as they relate to the anticipated contract must be made available for inspection and audit upon receipt of three (3) days prior written notice from the City and remain available for City or other applicable sources for inspection for at least three (3) years following the expiration of the contract.

**4.19 One Proposal**

Only one (1) Response from a Proposer will be considered in response to this Formal Solicitation. Submission of more than one Response for the same Contract under the same or different names will deem all such duplicated Responses non-responsive and all shall be rejected.

**4.20 Travel Expenses**

All travel expenses must be incorporated into the hourly rate charged for services. No additional travel or per diem will be paid.

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## **SECTION 5**

### **Request for Proposals (RFP) No. 2018-009**

#### **5.0: INDEMNIFY, DEFEND AND HOLD HARMLESS & INSURANCE REQUIREMENTS**

**5.1** To the fullest extent permitted by Laws and Regulations, the Contractor shall defend, indemnify, and hold harmless the City and its attorneys, administrators, consultants, elected and appointed officials, agents, and employees from and against all claims, damages, losses, and expenses direct, indirect, or consequential (including but not limited to fees and charges of attorneys and other professionals and court and arbitration costs) arising out of or resulting from the performance of the work and caused in whole or in part by any willful, intentional, reckless, or negligent act or omission of Contractor, any sub-consultant, or any person or organization directly or indirectly employed by any of them to perform or furnish any of the work or anyone for whose acts any of them may be liable.

In any and all claims against the City, its elected and appointed officials or any of its consultants, attorneys, administrators, agents, or employees by any employee of Contractor, any sub-consultant, any person or organization directly or indirectly employed by any of them to perform or furnish any of the work or anyone for whose acts any of them may be liable, the indemnification obligation under the above paragraph shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Contractor or any such sub-consultant or other person or organization under workers' or workman's compensation acts, disability benefit acts, or other employee benefit acts. Moreover, nothing in this Indemnification and Hold Harmless provision shall be considered to increase or otherwise waive any limits of liability, or to waive any immunity, established by Florida Statutes, case law, or any other source of law.

**5.2** For any and all claims against the CITY or any of its elected and appointed officials, attorneys, administrators, consultants, agents, or employees by any employee of Contractor, and sub-consultant, any person or organization directly or indirectly employed by any of them to perform or furnish any of the work or anyone for whose acts any of them may be liable, the indemnification obligation under the above paragraph shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Contractor or any such sub-consultant or other person or organization under workers' or workman's compensation acts, disability benefit acts, or other employee benefit acts.

**5.3** The indemnification and hold harmless provision shall include, but not be limited to, all of the following:

- a. Damages awarded to any person or party.
- b. Attorney's fees and costs incurred in defending such claims. The CITY may use the attorney or law firm of its choice in which event the Contractor will pay such firm the fees it charges the CITY, provided such fees are reasonable in light of the prevailing market rate for similar legal services. Such fees shall be deemed reasonable if they are no greater than the fees that CITY pays other counsel for representation in similar cases. If the City Attorney's Office provides the defense, CONTRACTOR will reimburse the CITY at the prevailing market rate for similar legal services.
- c. Attorney's fees and cost of any party that a court orders the CITY to pay.
- d. Lost time that results from the CITY or its officials or employees responding to discovery or testifying by deposition or in court. In this regard, for any time the CITY spends in responding to document requests or public records requests relating to such claims whether from CONTRACTOR or any other party, CONTRACTOR will reimburse CITY \$50.00 for each employee work hour spent reviewing or responding to such requests. For any time spent testifying in court or in depositions, or preparing for such testimony, CONTRACTOR will reimburse CITY on a per hour basis as follows:

- For the Mayor or City Commissioner: \$300.00 per hour
- For the City Manager: \$250.00 per hour
- For an Assistant City Manager or Department Director: \$250.00 per hour
- For an Assistant Department Director: \$100.00 per hour
- For City Attorney or Assistant City Attorney: Prevailing market rates
- For other employees: \$50.00 per hour

- e. The expenses incurred by CITY in complying with any administrative or court order that may arise from such claims.
- f. Miscellaneous expenses relating to such claims including expenses of hotels and transportation in trips relating to such claims; and
- g. Any other direct or indirect expense that CITY would not have incurred but for a claim that arises out of this agreement.

5.4 It is the specific intent of the parties hereto that the foregoing indemnification complies with Section 725.06 (Chapter 725), Florida Statutes.

5.5 The Proposer hereby expressly agrees and understands that the indemnification and hold harmless provisions contained in the Professional Services Agreement resulting from this RFP, will supersede and take precedence over any such provisions contained within the RFP documents.

**5.6 INSURANCE REQUIREMENTS**

**5.6.1 GENERAL CONDITIONS**

Pursuant to the City of Coral Gables Code, Section 2-971, the Risk Management Division of the Office of Labor Relations and Risk Management has developed the following insurance requirements to protect the City of Coral Gables to the maximum extent feasible against any and all claims that could significantly affect the ability of the City to continue to fulfill its obligations and responsibilities to the taxpayers and the public.

Consequently, prior to award and in any event prior to commencing work, the Contractor shall procure, and provide the City with evidence of insurance coverage as required herein and name the City as an Additional Insured on a primary and non-contributory basis. The Contractor shall secure and maintain, at its own expense, and keep in effect during the full period of the contract a policy or policies of insurance, and must submit these documents to the Risk Management Division of the Office of Labor Relations and Risk Management for review and approval.

All city solicitation and contract documents shall include insurance provisions approved by the Risk Management Division.

**5.6.2 PROPOSER REQUIREMENTS**

The Proposer shall maintain, at its own cost and expense, the following types and amounts of insurance with insurers with rating of "A-" "VI" or better according to the A.M. Best rating guide as a minimum standard. The insurers providing coverage must be approved by the State of Florida and hold all of the required licenses in good standing to conduct business within the State of Florida. In addition, they must be acceptable to the City of Coral Gables Risk Management Division and/or the City Attorney's Office.

**5.6.3 TYPE OF COVERAGE & LIMIT OF LIABILITY REQUIREMENT**

- 5.6.3.1 **Workers' Compensation and Employers Liability Insurance** covering all employees, subcontractors, and/or volunteers of the Contractor and/or Vendor engaged in the performance of the scope of work associated with this contract and/or agreement. The minimum limits of liability shall be in

accordance with applicable state and/or federal laws that may apply to Workers' Compensation insurance, with the following limits:

**5.6.3.1.1** Workers' Compensation - Coverage A  
Statutory Limits (State of Florida or Federal Act)

**5.6.3.1.2** Employers' Liability - Coverage B  
\$1,000,000 Limit - Each Accident  
\$1,000,000 Limit - Disease each Employee  
\$1,000,000 Limit - Disease Policy Limit

**5.6.3.2** **Commercial General Liability Insurance** written on an occurrence basis including, but not limited to; Coverage for contractual liability, products and completed operations, personal & advertising injury, bodily injury and property damage liabilities with limits of liability no less than:

**5.6.3.2.1** Each Occurrence Limit - \$1,000,000

**5.6.3.2.2** Fire Damage Limit (Damage to rented premises) - \$100,000

**5.6.3.2.3** Personal & Advertising Injury Limit - \$1,000,000

**5.6.3.2.4** General Aggregate Limit - \$2,000,000

**5.6.3.2.5** Products & Completed Operations Aggregate Limit - \$2,000,000

**5.6.3.3** **Business Automobile Liability Insurance** covering all owned, non-owned and hired vehicles used in connection with the performance of work under this Contract, with a combined single limit of liability for bodily injury and property damage of not less than:

**5.6.3.3.1** Combined Single Limit (Each Accident) - \$1,000,000

**5.6.3.3.2** Any Auto (Symbol 1)

**5.6.3.3.3** Hired Autos (Symbol 8)

**5.6.3.3.4** Non-Owned Autos (Symbol 9)

**5.6.4** **MINIMUM COVERAGE FORM (SHALL BE AT LEAST AS BROAD AS):**

**5.6.4.1** **Workers Compensation**

The standard form approved by the State of Jurisdiction.

**5.6.4.2** **Commercial General Liability**

ISO (Insurance Services Office, Inc.) Commercial General Liability coverage ("occurrence" Form CG 0001) or its equivalent. "Claims made" form is unacceptable except for professional or environmental liability coverage.

**5.6.4.3** **Commercial Auto Liability**

ISO (Insurance Services Office, Inc.) Commercial Auto Liability coverage (form CA 0001) or its equivalent.

**5.6.5** **REQUIRED ENDORSEMENTS**

**5.6.5.1** **The following endorsements with City approved language**

**5.6.5.1.1** Additional insured status provided on a primary & non-contributory basis for general, and auto liability.

**5.6.5.1.2** Waiver of Subrogation for all applicable coverages: general, auto liability and workers compensation

**5.6.5.1.3** Notices of Cancellation/Non-renewal/Material Changes must be sent directly to the City of Coral Gables by the Insurance Company. The City only requires the same statutory notice that an insurance company must provide to the insured, however this Notice may not be less than Thirty (30) Days, except a Ten (10) Day Notice of cancellation is acceptable for non-payment of premium.

Notices of Cancellation, Non-renewal or Material Change must be provided to the following address:

CITY OF CORAL GABLES  
INSURANCE COMPLIANCE  
P.O. BOX 100085-CE  
DULUTH, GA 30096

**5.6.5.2** All policies shall contain a “severability of interest” or “cross liability” clause without obligation for premium payment of the City.

## **5.6.6 HOW TO EVIDENCE COVERAGE TO THE CITY**

**5.6.6.1** The following documents must be provided to the City;

**5.6.6.1.1** A Certificate of Insurance containing the following information:

**5.6.6.1.1.1** Issued to entity contracting with the City

**5.6.6.1.1.2** Evidencing the appropriate Coverage

**5.6.6.1.1.3** Evidencing the required Limits of Liability required

**5.6.6.1.1.4** Evidencing that coverage is currently in force

**5.6.6.1.1.5** Language provided in the Special Provision Section of the Certificate of Insurance affirming that all endorsements required by the City have been endorsed to all of the policies.

A copy of each endorsement that is required by the City.

**5.6.6.2** All Certificates of Insurance must be signed by a person authorized by that insurer to bind or amend coverage on its behalf

**5.6.6.3** The City reserves the right to require a complete copy of any insurance policies required by the City. Should the City invoke this right, the policy must be provided directly to the City by the insurance agent or insurance company.

**5.6.6.4** The city reserves the right to require additional insurance requirements at any time during the course of the agreement.

## **5.6.7 WAIVER OF INSURANCE REQUIREMENTS**

Should a Proposer not be able to comply with any insurance requirement, for any reason, the Proposer must write a letter to the Risk Management Division on their letter head requesting that a waiver of a specific insurance requirement be granted. The requested waiver will be evaluated by the Risk Management Division. The Risk Management Division will approve or reject the requested waiver of insurance.

Proposers are encouraged review their individual insurance needs with their insurance agents/brokers regularly to determine the adequacy of the coverage and the limits of liability that are being purchased. In certain circumstances, the City of Coral Gables will require additional insurance to respond to the hold harmless and indemnification clauses executed with the City of Coral Gables. Based on the nature of the work performed, the City of Coral Gables will determine what additional types of insurance and/or higher limits of liability that must be obtained.



Upon contract award, all documents evidencing insurance to City of Coral Gables – Insurance Compliance should be sent via email to [cityofcoralgables@ebix.com](mailto:cityofcoralgables@ebix.com) and copy to [druiz@coralgables.com](mailto:druiz@coralgables.com).

Should you require assistance, contact the dedicated Call Service Lines for City of Coral Gables:

Call Service Lines - Insurance Compliance  
Phone: (951) 652-2883.  
Fax: (770) 325-0417  
Email: [cityofcoralgables@ebix.com](mailto:cityofcoralgables@ebix.com)

When Professional, Contractor and/or Vendor evidence insurance to the City of Coral Gables, the Certificate Holder section of the Certificate of Insurance should read as follows:

City of Coral Gables  
Insurance Compliance  
PO Box 100085 –CE  
Duluth, GA 30096

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The City Beautiful™

### CITY OF CORAL GABLES REQUIRED COVER SHEET & CHECK LIST WHEN EVIDENCING INSURANCE

This check list was developed to identify the documents required when an entity and/or an individual is evidencing insurance to the City. All applicable boxes must be checked. This form, and other related insurance documents are available @ [www.coralgables.com](http://www.coralgables.com). Under City Departments tab, click on Human Resources, then the Risk Management Division Page.

◀◀◀ THIS FORM MUST BE SUBMITTED WHEN EVIDENCING INSURANCE TO THE CITY ▶▶▶▶

Full Legal Name (as shown on the agreement or permit with the City):	
City Department (that you are working with or that is issuing a permit):	
City Employee (contract manager or employee issuing permit):	
The name & phone # of the individual who completed this check list:	
The date this check list was completed in its entirety:	

- A Certificate of Insurance is attached and the following information is contained therein:
  - The named insured listed on the Certificate of Insurance exactly matches the name of the individual and/or entity that is required to evidence insurance to the City.
  - The Certificate Holder section of the Certificate of Insurance reads as follows:  
City of Coral Gables • Insurance Compliance  
PO Box 100085 - CE • Duluth, GA 30096
  - The special provisions section of the Certificate of Insurance contains language affirming that;
    - 1) Endorsements have been issued to all required insurance policies naming the City of Coral Gables as an additional insured on a primary and non-contributory basis (except workers compensation & professional liability insurance) and;
    - 2) That all policies evidenced to the City contain a waiver of subrogation endorsement and;
    - 3) That all policies have been endorsed to ensure that the City receives the same Florida statutorily required notice of cancellation that an insurance company provides the first named insured of the policy.

**IF COVERAGE IS REQUIRED FOR THE LINES OF INSURANCE BELOW, THEN THE DOCUMENTS LISTED MUST ALSO BE ATTACHED TO THE CERTIFICATE OF INSURANCE EVIDENCED TO THE CITY**

- Copies of the following **Commercial General Liability Endorsements** (or a copy of the section of the insurance policy that provides this coverage) are attached to this check list:
  - Endorsement (or a copy of the policy) naming the City of Coral Gables as an Additional Insured on a Primary and Non-Contributory Basis.
  - Waiver of Subrogation Endorsement (or a copy of the policy) in favor of the City.
  - Endorsement providing the City with the same Florida statutorily required notice of cancellation that an insurance company provides the first named insured of the policy.

- Copies of the following **Automobile Liability Endorsements** (or a copy of the section of the insurance policy that provides this coverage) are attached to this check list:
  - Endorsement (or a copy of the policy) naming the City of Coral Gables as an Additional Insured on a Primary and Non-Contributory Basis.
  - Waiver of Subrogation Endorsement (or a copy of the policy) in favor of the City.
  - Endorsement providing the City with the same Florida statutorily required notice of cancellation that an insurance company provides the first named insured of the policy.

- Copies of the following **Workers Compensation Endorsements** (or a copy of the section of the insurance policy that provides this coverage) are attached to this check list:
  - Waiver of Subrogation Endorsement (or a copy of the policy) in favor of the City.
  - Endorsement providing the City with the same Florida statutorily required notice of cancellation that an insurance company provides the first named insured of the policy.

# **SECTION 6**

## **Request for Proposals (RFP) No. 2018-009**

### **6.0: SUBMISSION REQUIREMENTS**

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#### **6.1. SUBMITTAL INSTRUCTIONS**

Responses to this RFP must be submitted typed or printed in ink, with all required forms and schedules executed. Use of erasable ink is not permitted. **The Proposal must be signed by an officer or representative who is authorized to contractually bind the Proposer.** Responses shall be submitted in the format outlined below under "Response Format". Responses received electronically, either through email or facsimile, are not acceptable and will be rejected.

Any and all Responses which do not include all required documentation and/or do not follow the prescribed format may be deemed non-responsive. The City reserves the right to request any documentation omitted. Proposer must submit any omitted documentation within three (3) calendar days (excluding weekends and holidays) upon request from the City, or the Response may be deemed non-responsive. Non-responsive Proposals will receive no further consideration.

Proposers shall submit one (1) Original Response, along with all required checklists, forms, and schedules. Additionally, Proposers shall submit seven (7) copies and one (1) digital copy (*PDF format*) on a CD or flash drive. **The Professional Service Agreement is a draft** for your review; therefore submittal of this agreement is not required with the Response. Responses must be addressed to the Procurement Division, 2800 S.W. 72 Avenue, Miami, FL 33155, and delivered at or prior to the time noted for the submittal deadline. Responses received after the submittal deadline will not be accepted. It will be the sole responsibility of the Proposer to deliver the Response to the Procurement Division office on or before the submittal deadline.

**Proposals shall be submitted in a sealed envelope clearly marked on the exterior with the following:**

- (1) RFP No. and RFP Title
- (2) Proposer's Name and Return Address
- (3) Submittal Deadline
- (4) Addressed to: City of Coral Gables  
Procurement Division  
2800 S.W. 72<sup>ND</sup> Ave.  
Miami, FL 33155

The Procurement Division will not be held responsible for the premature opening of a Response not properly addressed and identified. **All Responses submitted become the exclusive property of the City of Coral Gables.**

The Response shall be considered an offer on the part of the Proposer, which offer shall be deemed accepted upon approval of the City, and in case of default, the City reserves the right to accept or reject any and all Proposals, to waive irregularities and technicalities, and request new Responses. The City also reserves the right to award any resulting agreement as it deems will best serve the interests of the City.

**6.2. RESPONSE FORMAT**

THE RESPONSE SHALL BE TABBED AND ORGANIZED AS INDICATED BELOW AND SHALL ADEQUATELY ADDRESS EACH CRITERIA.

**SUBMITTAL - SECTION I: TITLE PAGE, TABLE OF CONTENTS, REQUIRED FORMS, AND MINIMUM QUALIFICATION REQUIREMENTS.**

- 1) **Title Page:** Show the RFP number and title, the name of your firm, address, and telephone number, name of contact person, e-mail address, and date.
- 2) Provide a **Table of Contents** in accordance with and in the same order as the respective "**Sections**" listed below. Clearly identify the material by section and page number.
- 3) Fill out, sign, and submit the **Proposer's Acknowledgement Form**.
- 4) Fill out and submit the **Solicitation Submission Check List**.
- 5) Fill out, sign, and submit the **Proposer's Affidavit and Schedules A through L**.
- 6) Include a **Bid Bond**, in accordance with Section 1.17 of the RFP.
- 7) **Minimum Qualification Requirements:** submit detailed verifiable information affirmatively documenting compliance with the Minimum Qualifications Requirements shown in Section 3.

**SUBMITTAL - SECTION II: EXPERIENCE AND QUALIFICATIONS**

**(i) FOR PROPOSER:**

- 1) Provide a complete history and description of your company, including, but not limited to, the number of years in business, size, number of employees, office location, copy of applicable licenses/certifications, credentials, capabilities and capacity to meet the City's needs.
- 2) Describe the Proposer's relevant knowledge and experience in providing the services described in the "Scope of Services" to public sector agencies similar in size to the City of Coral Gables. Include information which addresses, but is not limited to the following:
  - establishing and operating multiple Debris Management Sites (DMS)
  - regulations affecting the removal, processing and disposal of mixed debris
  - filing and receiving federal and state reimbursements for disaster recovery work, including preparing and submitting federal/state project work sheets
  - assessing, removing and disposing of specialty debris including hazardous materials, dead animals, hazardous stumps and submerged debris.
  - demolition of structures, and debris removal from private property (right-of-entry programs) and publicly owned property (other than rights-of-way)
  - assisting governmental entities in providing community relations including the company's ability to create audio/visual presentations and fact sheets.
  - Providing human support activities such as food, water and sanitation services
- 3) Describe the Proposer's professional development program, including policy/procedures/measures in place ensuring all key personnel assigned to the City have continuing education and receive specialized training in the services solicited herein.
- 4) The Proposer must not have a vested interest in a debris monitoring contract or contractor(s) with the City. Also, there must be no conflict of interest between the Proposer and a debris monitoring contractor(s). Proposer shall include a statement confirming the latter, including certification that neither Proposer nor any employee thereof, has a conflict of interest, either direct or indirect, in connection with the services sought herein pursuant to Federal and state law.

- 5) Provide financial statements, in a sealed envelope, for the last two (2) complete fiscal years. Such statements should include, at a minimum, balance sheets (statements of financial position) and statements of profit and loss (statement of net income). Statements shall be certified by an independent Certified Public Accountant.
  - 6) **Bonding Capacity.** Proposer shall provide a letter from a Surety firm affirming that Proposer has sufficient bonding capacity to provide performance and payment bonds in an amount not less than one hundred percent (100%) of the contract amount. The Surety firm shall be rated by an AM Best as to be no less than A- (Excellent). The statement of bonding capacity shall be directly from the Surety firm on its official letterhead and signed by an authorized agent of the firm.
- (ii) FOR KEY PERSONNEL:**
- 1) Provide a summary of the qualifications, copy of applicable licenses/certifications, and relevant experience of all proposed key personnel (i.e., Project Manager, Operations Manager, Debris Site Supervisor, including sub-contractors). Include resumes (listing experience, education, licenses/certifications) and specify the role and responsibilities of each team member in providing the services outlined in the RFP. Documentation submitted must clearly demonstrate key personnel's knowledge, experience, and understanding of the types of services to be performed and of federal, state, and local laws and regulations governing this work.
  - 2) Provide an organizational chart of all key personnel that will be used.

**SUBMITTAL – SECTION III: PROJECT UNDERSTANDING, PROPOSED APPROACH, AND METHODOLOGY**

- 1) Describe in detail, your approach to perform the services and tasks solicited herein. Include detailed information, as applicable, which addresses, but need not be limited to: understanding of the RFP scope and requirements, strategies for assuring assigned work is completed on time, communication with City staff, and how the Proposer intends to positively and innovatively work with the City in providing the services outlined in this RFP.
- 2) Describe in detail Proposer's Mobilization/Operation Plan. The plan must include, but not be limited to the following:
  - a. Proposer's mobilization/operation procedures following a disaster event.
  - b. Breakdown of the time required to perform each task including guaranteed times to mobilize the Proposer's forces, to establish an onsite emergency response and communication center, to mobilize recovery equipment, to establish Debris Management Sites (DMS), and to mobilize subcontractors.
  - c. Breakdown of the manpower (position titles and number of support personnel) and available equipment (type of loaders, aerial lifts and transport vehicles etc.) that will be assembled during each phase (Initial Deployment, Emergency Push/Road Clearance, Debris Removal, Debris Management Sites (DMS) Operations including provisions for recycling debris, Demolition of Structures and Optional Services etc.).
  - d. Plan for Debris Management Sites (DMS) that describes the operations expected including materials handling, reduction, storage, recycling, equipment maintenance, etc. The plan must address any applicable State and Federal laws and regulations.
- 3) Indicate areas of the scope and percentage of work Proposer may subcontract and how it will ensure that only subcontractors approved by the City are utilized. Explain Proposer's processes for selecting and training subcontractors to manage disaster events.

- 4) Describe Proposer's "clean as you go" policy.
- 5) Discuss Proposer's approach to:
  - a. team work assignments, data management, and project tracking.
  - b. supervising multiple clean-up crews, managing multiple tasks simultaneously and expeditiously, and resolving problems.
  - c. ensuring the quality of the work being performed by its crews and subcontractors.
- 6) Describe Proposer's database reporting system and capabilities, including the ability to capture data and provide electronic reports as required in the RFP. Attach sample reports, load tickets and vehicle placards used in the operation of debris removal activity.
- 7) Provide current and projected workload for the Proposer and key personnel assigned to the City's account. Explain how this potential contract will fit into the Proposer's workload and how it plans to distribute resources and personnel, amongst its various clients, during a disaster event. For each current and projected engagement, please indicate the following:
  - a. Client name
  - b. Current and/or projected workload
  - c. Estimated dollar amount and cubic yards of engagement
  - d. Key personnel assigned
- 8) Comprehensive description of the proposed quality control plan. This description should include, at a minimum, the Proposer's quality control organization, overview of tasks to be inspected, reports, and methods of inspections.
- 9) Description of the Proposer's customer service plan to respond to City complaints.
- 10) Explain how Proposer has complied with the public policies of the Federal Government. These include amongst other things, past and current compliance with:
  - a. Equal opportunity and nondiscrimination laws as required in 41 C.F.R. Part 60-1.4(b)
  - b. Affirmative steps described in 2 CFR § 200.321(b) for all subcontracting under contracts supported by FEMA financial assistance. Document Proposer's efforts to utilize M/WBE firms, including what firms were solicited as suppliers and/or subcontractors.

**SUBMITTAL – SECTION IV: PAST PERFORMANCE AND REFERENCES**

- 1) Provide a minimum of three (3) references (but no more than five (5)) from public sector agencies, similar in size to the City of Coral Gables, for which Proposer has provided the services described in the RFP. Please include: (1) client name, (2) address, (3) contact name, (4) contact telephone number, (5) contact email address, (6) term of contract (start and end date), (7) total dollar value of the contract, (8) services provided, (9) agency's size (number of residents and square miles), (10) volume of debris managed and disposed. **DO NOT include work/services performed for the City of Coral Gables or City employees as reference.**
- 2) Provide a list with contact information of public sector clients, if any, that have discontinued use of Proposer's services within the past two (2) years and indicate the reasons for the same. The City reserves the right to contact any reference as part of the evaluation process.

**SUBMITTAL – SECTION V: PRICE PROPOSAL**

- 1) Provide pricing utilizing the Price Proposal form under Section 8.

# **SECTION 7**

## **Request for Proposals (RFP) No. 2018-009**

### **7.0: EVALUATION / SELECTION PROCESS**

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#### **7.1. Evaluation Procedures**

- (a) The Procurement Division shall review all Proposal submissions for responsiveness to the requirements of the RFP. The evaluation will consist of, but not be limited to, Proposer willingness and ability to provide all services requested under the conditions stated in this RFP. The Procurement Division will also evaluate the Proposers(s)' professional references, company resources, including personnel and equipment, ability to respond to requests, including missed commitments, response time, business history with the City, if any, as well as with all other public or private entities; and the required licenses and insurance.
- (b) The City of Coral Gables shall be the sole judge in determining Proposer responsiveness.
- (c) As part of the evaluation process, the City may conduct background investigations of Proposer, its officials and employees, including a record check by or directed by the City of Coral Gables Police Department through FDLE and/or other databases. Proposer submission of Proposal constitutes acknowledgement of the process and consent to such investigation.

#### **7.2. Method of Evaluation / Evaluation Criteria**

An Evaluation Committee, appointed by the Procurement Officer or designee, will meet to evaluate all responsive submittals received in accordance with the requirements set forth in the solicitation. The City may request additional information of a clarifying nature if deemed necessary for this evaluation. Additional information may be requested via written submissions or oral presentations to the Evaluation Committee.

In evaluating the submittals received, the Evaluation Committee may review and score the submittals with or without conducting interview sessions or oral presentations. The Evaluation Committee may also establish a short list of no less than three (3) firms (if more than 3 submissions are received) deemed to be the most highly qualified to perform the required services. The short-listed Proposers may be required to be present for interview sessions / oral presentations before the Evaluation Committee.

At the conclusion of the meeting, the Evaluation Committee will score each individual Proposer based on the Evaluation Criteria outlined in Section 7.3. Each member of the committee will add together the criteria points assigned to each Proposer. The Procurement Division will tabulate the scores assigned by each member to develop a Total Aggregate Score for each Proposer. (see example below).

The Procurement Officer will review the Evaluation Committee's recommendation and submit a recommendation to the City Manager and City Commission for review and authorization to proceed with Contract Negotiations.

Proposer	Committee Member 1 (Total Score)	Committee Member 2 (Total Score)	Committee Member 3 (Total Score)	Total Aggregate Score	Final Ranking
Proposer A	75	60	68	203	1
Proposer B	90	48	55	193	2
Proposer C	80	51	36	167	3

**7.3 Evaluation Criteria**

Proposals will be scored and ranked by the Evaluation Committee, based on the following criteria and points:

Category		Points
a)	Experience & Qualifications	30
b)	Project Understanding, Proposed Approach, and Methodology	35
c)	Past Performance and References	20
d)	Price Proposal	15
Total Points		100

**Proposer Evaluation Criteria Breakdown**

**a) Experience and Qualifications**

- Company history and description, including, but not limited to, the number of years in business, size, number of employees, office location, copy of applicable licenses/certifications, credentials, capabilities and capacity to meet the City's needs.
- Proposer's relevant knowledge and experience in providing the services described in the "Scope of Services" to public sector agencies similar in size to the City of Coral Gables. Including, but not limited to:
  - establishing and operating multiple Debris Management Sites (DMS);
  - regulations affecting the removal, processing and disposal of mixed debris;
  - filing and receiving federal and state reimbursements for disaster recovery work, including preparing and submitting federal/state project work sheets;
  - assessing, removing and disposing of specialty debris including hazardous materials, dead animals, hazardous stumps and submerged debris; demolition of structures, and debris removal from private property (right-of-entry programs) and publicly owned property (other than rights-of-way);
  - assisting governmental entities in providing community relations including the company's ability to create audio/visual presentations and fact sheets;
  - Providing human support activities such as food, water and sanitation services.
- Proposer's professional development program, including policy/procedures/measures in place ensuring all key personnel assigned to the City have continuing education and receive specialized training in the services solicited herein.
- Proposer's financial stability and bonding capacity.
- Qualifications and experience of all proposed key personnel (including sub-contractors).

**b) Project Understanding, Proposed Approach, and Methodology.**

- Proposer's overall detailed approach to perform the services and tasks solicited herein, including, but not limited to: understanding of the RFP scope and requirements, strategies for assuring assigned work is completed on time, communication with City staff, and how the Proposer intends to positively and innovatively work with the City in providing the services outlined in this RFP.
- Proposer's Mobilization/Operation Plan, including but not limited to:
  - Proposer's mobilization/operation procedures following a disaster event.
  - Breakdown of the time required to perform each task including guaranteed times to mobilize the Proposer's forces, to establish an onsite emergency response and communication center, to mobilize recovery equipment, to establish Debris Management Sites (DMS), and to mobilize subcontractors.



- Breakdown of the manpower (position titles and number of support personnel) and available equipment (type of loaders, aerial lifts and transport vehicles etc.) that will be assembled during each phase (Initial Deployment, Emergency Push/Road Clearance, Debris Removal, Debris Management Sites (DMS) Operations including provisions for recycling debris, Demolition of Structures and Optional Services etc.).
  - Plan for Debris Management Sites (DMS) that describes the operations expected including materials handling, reduction, storage, recycling, equipment maintenance, etc. The plan must address any applicable State and Federal laws and regulations.
  - Areas of the scope and percentage of work Proposer may subcontract and how it will ensure that only subcontractors approved by the City are utilized. Proposer's processes for selecting and training subcontractors to manage disaster events.
  - Proposer's "clean as you go" policy.
  - Proposer's approach to:
    - team work assignments, data management, and project tracking.
    - supervising multiple clean-up crews, managing multiple tasks simultaneously and expeditiously, and resolving problems.
    - ensuring the quality of the work being performed by its crews and subcontractors.
  - Proposer's database reporting system and capabilities, including the ability to capture data and provide electronic reports as required in the RFP.
  - Projected workload of the Proposer and key personnel assigned to the City's account. How this potential contract will fit into the Proposer's workload and how it plans to distribute resources and personnel, amongst its various clients, during a disaster event.
  - Comprehensive description of the proposed quality control plan, including at a minimum: the Proposer's quality control organization, overview of tasks to be inspected, reports, and methods of inspections.
  - Proposer's customer service plan to respond to City complaints.
  - Proposer's compliance with the public policies of the Federal Government.
- c) **Past Performance and Reference**
- Proposer's detailed references and past performance.
- d) **Price Proposal**

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**SECTION 8**  
**Request for Proposal (RFP) No 2018-009**

**8.0: PROPOSAL PRICING**

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**8.1 PROPOSAL PRICING FORM**

Each Proposer shall ensure the Proposal Pricing Schedule listed in the following pages is completed in full, with Proposer providing a detailed list of all costs to provide Services.

Proposers should carefully follow the instructions outlined below, particularly with respect to the format and number of pages allotted to each topic, if applicable. Failure to follow these instructions may be considered grounds for excluding a proposal from further consideration.

Proposer shall submit a Proposal expressing its interest in providing the services described herein. To receive consideration, this Request for Proposal must be submitted in its entirety, with all forms executed. All corrections to prices made by the Proposer must be initialed. Any additional information to be submitted as part of the Proposal may be attached behind the Proposal Pricing Schedule, carefully cross-referencing each item number and/or letter.

The City reserves the right to add or delete any service, at any time. Should the City determine to add an additional service for which pricing was not previously secured; the City shall seek the Successful Proposer to provide reasonable cost(s) for same. Should the City determine the pricing unreasonable, the City reserves the right to negotiate cost(s) or seek another vendor for the provision of said service(s).

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Proposer: \_\_\_\_\_ Address \_\_\_\_\_

Contact Name \_\_\_\_\_ Title \_\_\_\_\_ Signature \_\_\_\_\_

Telephone \_\_\_\_\_ Email: \_\_\_\_\_

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**RFP 2018-009 DISASTER DEBRIS REMOVAL SERVICES**  
**Time and Materials Price Schedule**  
**(Hourly Labor and Equipment Rates)**

Unit Prices shall include, but not be limited to, full compensation for labor, any and all equipment used, travel and related expenses and any and all other costs to the Proposer. The City will not pay and/or reimburse any additional costs including, but not limited to, travel, mileage, lodging, meals, and other travel and subsistence expenses. No overtime rates shall be paid by the City; unit prices shall include applicable overtime. Unit Prices shall remain fixed and firm for the initial three (3) year term of the contract. Prior to each renewal term of the resulting agreement, unit prices may be negotiated by the City with the Successful Proposer.

<b>Heavy Equipment</b>	<b>Size or Type</b>	<b>U/M</b>	<b>Unit Price</b>
<i>Operators Included</i>			
Skid Steer Loader	Bobcat	Hour	
Backhoe	Cat 416	Hour	
Wheel Loaders	Cat 950	Hour	
Wheel Loaders	Cat 966	Hour	
Wheel Loaders	Cat 980	Hour	
Tracked Loader	Cat 955	Hour	
Towed Loader w/ Tractor	Prentice 210	Hour	
Self Loading Knuckle boom Truck	25 - 35 CY Body	Hour	
Self Loading Knuckle boom Truck	35 - 45 CY Body	Hour	
Self Loading Knuckle boom Tandem Truck	45 - 75 CY Body	Hour	
Dozer	Cat D4	Hour	
Dozer	Cat D5	Hour	
Dozer	Cat D6	Hour	
Dozer	Cat D7	Hour	
Dozer	Cat D8	Hour	
Excavators with Grapple or Thumb	Cat 320	Hour	
Excavators with Grapple or Thumb	Cat 325	Hour	
Excavators with Grapple or Thumb	Cat 330	Hour	
Tractor w/ Box Blade	80 Hp	Hour	
Motor Grader	Cat 120G	Hour	
Crane	30 Ton	Hour	
Bucket Truck	Up to 50' reach	Hour	
Bucket Truck	50' to 75' reach	Hour	
Trash Transfer Trailer w/ Tractor	110 Yard	Hour	
Mechanized Broom	Street Sweeper	Hour	
Water Truck	2000 Gallon	Hour	
Stump Grinder	Vermeer 252	Hour	
Chipper w/ 2 man crew	Morbark Storm	Hour	
12-Foot Tub Grinder	Morbark 1200	Hour	
13-Foot Tub Grinder	Morbark 1300	Hour	

14-Foot Tub Grinder	Diamond Z 1463	Hour	
<b>Heavy Equipment</b>	<b>Size or Type</b>	<b>U/M</b>	<b>Unit Price</b>
Equipment Transport w/ Tractor	50 Ton	Hour	
Truck Mounted Winch	Tow Truck	Hour	
<b>Haul Vehicles</b>	<b>Size or Type</b>	<b>U/M</b>	<b>Unit Price</b>
<i>Operators Included</i>			
Dump Truck	10 to 15 CY	Hour	
Dump Truck	16 to 20 CY	Hour	
Trailer Dump w/ Tractor	30 to 40 CY	Hour	
Trailer Dump w/ Tractor	41 to 50 CY	Hour	
Trailer Dump w/ Tractor	51 to 60 CY	Hour	
Trailer Dump w/ Tractor	61 to 70 CY	Hour	
Walking Floor Trailer w/ Tractor	100 CY	Hour	
<b>Transportation Vehicles</b>	<b>Size or Type</b>	<b>U/M</b>	<b>Unit Price</b>
<i>Operators Not Included</i>			
Pickup Truck	1/2 Ton	Day	
Pickup Truck	3/4 Ton	Day	
Pickup Truck	1 Ton	Day	
Box Truck	3/4 Ton	Day	
Utility Van	3/4 Ton	Day	
Passenger Van	9 Passenger	Day	
Passenger Car	Full size	Day	
<b>Personnel</b>	<b>Size or Type</b>	<b>U/M</b>	<b>Unit Price</b>
Superintendent w/ Pickup Truck	Individual	Hour	
Supervisor w/ Pickup Truck	Individual	Hour	
Safety or QC Manager w/ Pickup Truck	Individual	Hour	
Mechanic w/ Truck and Tools	Individual	Hour	
Climber w/ Gear	Individual	Hour	
Operator w/ Chainsaw	Individual	Hour	
Laborer w/ Tools	Individual	Hour	
Traffic Control Personnel	Individual	Hour	
Ticket Writers	Individual	Hour	
Clerical	Individual	Hour	
Administrative Assistant	Individual	Hour	

**RFP 2018-009 DISASTER DEBRIS REMOVAL SERVICES**

**Unit Price**

Unit Prices shall include, but not be limited to, full compensation for labor, any and all equipment used, travel and related expenses and any and all other costs to the Proposer. The City will not pay and/or reimburse any additional costs including, but not limited to, travel, mileage, lodging, meals, and other travel and subsistence expenses. No overtime rates shall be paid by the City; unit prices shall include applicable overtime. Unit Prices shall remain fixed and firm for the initial three (3) year term of the contract. Prior to each renewal term of the resulting agreement, unit prices may be negotiated by the City with the Successful Proposer.

<b>Name of Proposer:</b>		
<b>DESCRIPTION OF SERVICES: ALL SERVICES ARE AS DIRECTED BY THE CITY AS TO THE LOCATION OF WORK AREA, DISASTER ASSISTANCE FUNDING AND AS OTHERWISE SPECIFIED IN THE RFP DOCUMENT</b>	<b>UNIT OF MEASURE</b>	<b>UNIT PRICE</b>
<b>COMPONENT SERVICES</b>		
<b>Mobilization and demobilization</b>	(lump sum)	
<b>Collect Vegetative Debris from public or private property and transport to DMS or final disposal location. Screening for Animal Carcasses, HW and HHW, Infectious Waste and CBRN Waste shall be performed during the collection process.</b>		
(0-15 miles)	Cubic Yard	
(15 – 30 miles)	Cubic Yard	
(>30 miles)	Per Mile over 30 Miles, Per Cubic Yard.	

<b>Collect Construction and Demolition Debris (C&amp;D) (including white goods not requiring Freon removal) from public or private property and transport to DMS or final disposal location. Screening for Animal Carcasses, HW and HHW, Infectious Waste and CBRN Waste shall be performed during the collection process.</b>		
0-15 miles	Cubic Yard	
15-30 miles	Cubic Yard	
>30 miles	Per Mile over 30 Miles, Per Cubic Yard.	
<b>Management of DMS and Processing (Reduction) of Vegetative Debris (including stumps).</b>	Cubic Yard	
<b>Management of DMS and Processing (reduction, separation, recycling etc.) of Construction and Demolition Debris (C&amp;D) (including white goods not requiring Freon removal).</b>	Cubic Yard	
<b>Haul-Out of Reduced or Unreduced Debris from DMS to Final Disposal Site.</b>		
(0-15 miles)	Cubic Yard	
(15 - 30 miles)	Cubic Yard	
(>30 miles)	Per Mile over 30 Miles, Per Cubic Yard.	
<b>Disposal at Contractor's Final Disposal Site</b>		
• Vegetative Debris (reduced)	Cubic Yard	
• Vegetative Debris (un-reduced)	Cubic Yard	
• Processed construction and Demolition (C&D) (including white goods not requiring or already processed for Freon removal)	Cubic Yard	
• Unprocessed Construction and Demolition (C&D) (including white goods not requiring or already processed for Freon removal)	Cubic Yard	
• Animal Carcasses	Carcass	

<b>White Goods Freon processing</b>	Piece	
<b>Hazardous Stump Extraction and Transportation to a DMS. Screening for Animal Carcasses, HW and HHW, Infectious Waste and CBRN Waste shall be performed during the collection process.</b>		
< 24" (Treated as Normal Vegetative Debris, no per tree removal cost is applicable)	Not applicable	<24" and/or stumps less than 50% uprooted. Cost per inch of stump diameter. Includes stump and surface roots.
24"- 36"	Per Stump	
36" - 48"	Per Stump	
48" - 72"	Per Stump	
72" +	Per Stump	
<b>Hazardous Stump Extraction and Transportation to a final disposal location in Miami-Dade County, Florida, which shall be specified by the City. Tipping fee shall be a direct pass through expense to the City. Screening for Animal Carcasses, HW and HHW, Infectious Waste and CBRN Waste shall be performed during the collection process.</b>		
< 24" (Treated as Normal Vegetative Debris, no per tree removal cost is applicable)	Not applicable	As Per Vegetative Debris cubic yard rate - no extra charge for this item.
24"- 36"	Per Stump	
36" - 48"	Per Stump	
48" - 72"	Per Stump	
72" +	Per Stump	
<b>Stump hole filling (process and material.)</b>	Cubic Yard of Fill	
<b>Hanging Tree Limb Removal (2" or greater in diameter)</b>	Per Tree	

<b>Remove Hazardous Trees with attached stumps if root balls are exposed more than 50%. All debris is to then be considered as normal debris. Screening for Animal Carcasses, HW and HHW, Infectious Waste and CBRN Waste shall be performed during the removal process.</b>		
0" – 12" diameter (no per tree removal cost is applicable. Treat the debris as normal Vegetative Debris)	Not applicable	As Per Vegetative Debris cubic yard rate
13" to 24" diameter	Per Tree	
25" to 48" diameter	Per Tree	
49" to 72" diameter	Per Tree	
> 72" diameter	Per Tree	
<b>Flush cut Hazardous Trees with root balls exposed less than 50%. All debris is to then be considered as normal debris. Screening for Animal Carcasses, HW and HHW, Infectious Waste and CBRN Waste shall be performed during the removal process.</b>		
0" – 12" diameter (no per tree removal cost is applicable. Treat the debris as normal Vegetative Debris)	Not applicable	As Per Vegetative Debris cubic yard rate
13" to 24" diameter	Per Tree	
25" to 48" diameter	Per Tree	
49" to 72" diameter	Per Tree	
> 72" diameter	Per Tree	
<b>Demolition of Structures. Screening for Animal Carcasses, HW and HHW, Infectious Waste and CBRN Waste shall be performed during the collection process.</b>	Square Foot of structure	
<b>Animal Carcass Removal and Disposal</b>	Carcass	
<b>Hazardous Waste and Household Hazardous Waste Collection, Clean-up and Disposal</b>		
	Per 5 gallon	
	Per Cubic Yard	



<b>Infectious Waste Clean-up and Disposal</b>		
	Per 5 gallon	
	Per Cubic Yard	
<b>CBRN Waste Clean-up and Disposal</b>		
	Per 5 gallon	
	Per Cubic Yard	
<b>Debris removal from canals. Screening for Animal Carcasses HW and HHW, Infectious Waste and CBRN Waste shall be performed during the collection process.</b>	Cost per cubic yard	

## CONSOLIDATED ALL INCLUSIVE SERVICES

DESCRIPTION OF SERVICE	UNIT OF MEASURE	UNIT PRICE
<p><b>Consolidated Service # 1 - As directed by the City as to location of work area, disaster assistance funding and as otherwise specified in the RFP document:</b></p> <ul style="list-style-type: none"> <li>• The Contractor shall collect and haul vegetative debris and Animal Carcasses to DMS, reduce or otherwise process debris, haul debris to final disposal and dispose of debris in the Contractors final disposal location. Screening for HW and HHW, Infectious Waste and CBRN Waste shall be performed during the collection process.</li> <li>• The Contractor shall extract and provide any necessary extraordinary transport for all hazardous uprooted stumps inclusive of stump hole filling. (Inclusive of debris removal as described herein.)</li> <li>• The Contractor shall remove all hanging tree limbs (2" or greater in diameter) from trees. Inclusive of debris removal as described herein. (Inclusive of debris removal as described herein.)</li> <li>• The Contractor shall remove all hazardous trees. Stumps with root balls exposed more than 50% as associated with these hazardous trees shall also be removed. (Inclusive of debris removal as described herein.)</li> <li>• The Contractor's service shall include all related expenses including, but not limited to, contract administration, technical assistance to the City, personnel training and certification, (DMS) management, services for security, safety and traffic management, and associated actions necessary for implementation of debris management operations by the Contractor as defined in the agreement.</li> </ul>	<p>Per Cubic Yard of debris generated from all delineated activities and delivered to the DMS.</p>	
<ul style="list-style-type: none"> <li>• As a component of Consolidated Service #1, the Contractor shall collect and haul all C&amp;D debris and all white goods (including Freon processing) to DMS, process debris, haul debris to final disposal and dispose of debris in the Contractors final disposal location.</li> </ul>	<p>Per Cubic Yard of debris generated from all delineated activities and delivered to the DMS.</p>	

<ul style="list-style-type: none"> <li>As a component of Consolidated Service #1, the Contractor shall also provide debris processing, (DMS) management, debris reduction, and debris haul out and disposal for vegetative debris, C&amp;D debris, all white goods (including Freon processing) and Animal Carcasses delivered to the DMS by the City or other City authorized sources.</li> </ul>	<p>Per Cubic Yard of debris generated from all delineated activities and delivered to the DMS.</p>	
<p><b>Consolidated service # 2 - As directed by the City as to location of work area, disaster assistance funding and as otherwise specified in the RFP document:</b></p>		
<ul style="list-style-type: none"> <li>The Contractor shall collect and haul vegetative debris, C&amp;D debris, animal carcasses and all white goods (including Freon processing), and Animal Carcasses directly to a final disposal location in Miami-Dade County, Florida, which shall be specified by the City. Tipping fee shall be a direct pass through expense to the City. Screening for HW and HHW, Infectious Waste and CBRN Waste shall be performed during the collection process.</li> <li>The Contractor shall extract and provide extraordinary transport for all hazardous uprooted stumps inclusive of stump hole filling. Inclusive of debris removal as described herein.</li> <li>The Contractor shall remove all hanging tree limbs (2" or greater in diameter) from trees. Inclusive of debris removal as described herein.</li> <li>The Contractor shall remove all hazardous trees. Stumps with root balls exposed more than 50% as associated with these hazardous trees shall also be removed. Inclusive of debris removal as described herein.</li> <li>The Contractor's service shall include all related expenses including, but not limited to, contract administration, technical assistance to the City, personnel training and certification, safety and traffic management, and associated actions necessary for implementation of debris management operations by the Contractor as defined in the agreement.</li> </ul>	<p>Per Cubic Yard of debris generated from all delineated activities and delivered to the final disposal site.</p>	

<b>Consolidated service # 3a - As directed by the City as to location of work area, disaster assistance funding and as otherwise specified in the RFP document:</b>		
The Contractor shall collect and haul all C&D debris, animal carcasses and all white goods (including Freon processing) to DMS, process debris, haul debris to final disposal and dispose of debris in the Contractors final disposal location.	Per Cubic Yard of debris generated from all delineated activities and delivered to the DMS.	
<b>Consolidated service # 3b - As directed by the City as to location of work area, disaster assistance funding and as otherwise specified in the RFP document:</b>		
The Contractor shall collect and haul all C&D debris, animal carcasses and all white goods (including Freon processing) to a final disposal location in Miami-Dade County, Florida, which shall be specified by the City. Tipping fee shall be a direct pass through expense to the City. Screening for HW and HHW, Infectious Waste and CBRN Waste shall be performed during the collection process.	Per Cubic Yard of debris generated from all delineated activities and delivered to the final disposal site.	
<b>Consolidated service # 4 - As directed by the City as to location of work area, disaster assistance funding and as otherwise specified in the RFP document:</b>		
<ul style="list-style-type: none"> <li>• The Contractor shall collect and haul vegetative debris (including stumps) and Animal Carcasses to DMS, reduce or otherwise process debris, haul debris to final disposal and dispose of debris in the Contractors final disposal location. Screening for HW and HHW, Infectious Waste and CBRN Waste shall be performed during the collection process.</li> <li>• The Contractor's service shall include all related expenses including, but not limited to, contract administration, technical assistance to the City, personnel training and certification, (DMS) management, services for security, safety and traffic management, and associated actions necessary for implementation of debris management operations by the Contractor as defined in the agreement.</li> </ul>	Per Cubic Yard of debris generated from all delineated activities and delivered to the DMS.	

## ADDITIONAL SERVICES

	UNIT OF MEASURE	UNIT PRICE
Abandoned Vehicle* Removal and disposal (FROM LAND) (including towing and processing). Screening for Animal Carcasses HW and HHW, Infectious Waste and CBRN Waste shall be performed during the collection process. * Boat trailer or open trailer; Box trailer; RV or BUS	Vehicle	
Abandoned Vehicle Removal and disposal (FROM WATER) (including towing and processing). Screening for Animal Carcasses HW and HHW, Infectious Waste and CBRN Waste shall be performed during the collection process. * Boat trailer or open trailer; Box trailer; RV or	Vehicle	
Boat removal, processing and disposal FROM LAND. Screening for Animal Carcasses HW and HHW, Infectious Waste and CBRN Waste shall be performed during the collection process.	Cost per lineal foot	
AS#5) Boat removal, processing and disposal FROM WATER. Screening for Animal Carcasses HW and HHW, Infectious Waste and CBRN Waste shall be performed during the collection process.	Cost per lineal foot	
Fire Suppression Support.	Per Vehicle	
Emergency potable water.	Cost per gallon	
Emergency delivery of ice.	Per Pound	
Temporary bathrooms, showers, kitchens and feeding locations.	50 person unit for one day	
	100 person unit for one day	
Temporary satellite communications.	Per Phone/day	
Provide labor and machinery for pumping and water relocation/removal for flood control. Pump capacity of 110 gallons per minute with a 4" discharge.	Per pump/hour	
Hose for pump operation.	Per 100 foot of hose.	
Sewer, culvert and catch basin cleaning.	Per structure	
Decontamination of buildings and facilities.	Per square foot of affected facility.	
Mold remediation.	Per square foot of affected facility.	
Modular Units for Continuity of Operations	Per Unit / Per Day	

<b>Emergency power generation.</b>								
				Amps at different available 3 ph, 4 wire voltages			<b>UNIT OF MEASURE</b>	<b>UNIT PRICE</b>
KW	KVA	Fuel Capacity	Run time	120/240v	120/208v	277/480v	Per Generator	
100	125	196 gal	26 hrs	301 Amps	347 Amps	150 Amps	Per Generator	
175	219	350 gal	28 hrs	527Amps	608 Amps	264 Amps	Per Generator	
240	300	379 gal	23 hrs	723 Amps	834 Amps	361 Amps	Per Generator	
320	400	479 gal	23 hrs	963 Amps	1112 Amps	482 Amps	Per Generator	

## **SECTION 9**

### **Request for Proposal (RFP) No. 2018-009**

**9.0: BID BOND FORM**

---

**9.1: Bid Bond Form** - Proposer shall complete and submit the Bid Bond Form in accordance with Section 1.17.

**BID BOND**

STATE OF FLORIDA }  
COUNTY OF MIAMI DADE }SS.  
CITY OF CORAL GABLES }

KNOWN ALL MEN BY THESE PRESENTS, That we as Principal, and \_\_\_\_\_, as Surety, are held and firmly bonded unto the City of Coral Gables as Owner in the penal sum of Dollars (\$ \_\_\_\_\_), lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Principal has submitted to the City of Coral Gables the accompanying Bid, signed \_\_\_\_\_, and dated \_\_\_\_\_, 20\_\_\_\_, for

**DISASTER DEBRIS REMOVAL SERVICES - RFP 2018-009**

**CORAL GABLES, FLORIDA**

in accordance with the Scope of Services/Work therefore, the call for Bids or Proposals, and the Instructions to Proposers, all of which are made a part hereof by reference as if fully set forth herein.

NOW, THEREFORE,

- (a) If the Principal shall not withdraw said bid within thirty (30) days after date of opening of the same, and shall within ten (10) days after written notice being given by the City Manager or his designee, of the award of the contract, enter into a written contract with the City, in accordance with the bid as accepted, and give bond with good and sufficient surety or sureties, as may be required for the faithful performance and proper fulfillment of such contract,
- (b) in the event of the withdrawal of said bid or proposal within the period specified, or the failure to enter into such contract and give such bond within the time specified, if the Principal shall pay the City the difference between the amount specified in said bid or proposal and the amount for which the City may procure the required work and/or supplies, if the latter amount be in excess of the former, the above obligation shall be void and of no effect, otherwise to remain in full force and effect.



BID BOND

IN WITNESS HEREOF, the above bounded parties have executed this instrument under their several seals this \_\_\_\_\_ day of \_\_\_\_\_, A.D., 20\_\_\_\_\_, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

WITNESS

(If Sole Ownership or Partnership,  
Two (2) Witnesses Required.  
If Corporation, Secretary Only  
will attest and affix seal).

(1) \_\_\_\_\_

(2) \_\_\_\_\_

WITNESS:

(1) \_\_\_\_\_

(2) \_\_\_\_\_

PRINCIPAL

\_\_\_\_\_  
Name of Firm

\_\_\_\_\_  
Signature of Authorized Officer (SEAL)

\_\_\_\_\_  
Title

\_\_\_\_\_  
Business Address

\_\_\_\_\_  
City, State

SURETY:

\_\_\_\_\_  
Corporate Surety

\_\_\_\_\_  
Attorney-In-Fact (SEAL)

\_\_\_\_\_  
Business Address

\_\_\_\_\_  
City, State

\_\_\_\_\_  
Name of Local Agency

# **SECTION 10**

## **Request for Proposal (RFP) No. 2018-009**

### **10.0: PROPOSER'S AFFIDAVIT INCLUDING SCHEDULES A THROUGH L**

---

#### **10.1: Proposer's Affidavit along with Schedules A through L as follows:**

- A - Certificate of Proposer
- B - Non Collusion Affidavit and Contingent Fee Affidavit
- C - Drug Free Statement
- D - Proposer's Qualification Statement
- E - Code of Ethics, Conflict of Interest, Code of Silence
- F - Americans with Disabilities Act (ADA)
- G - Public Entity Crimes
- H - Acknowledgement of Addenda
- I - Appendix A, 44 C.F.R. Part 18-Certification Regarding Lobbying
- J - Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
- K - Federal Grant Funding Certification
- L - Work Hours & Safety Certification

# **SECTION 11**

## **Request for Proposal (RFP) No. 2018-009**

### **11.0: FEMA STUMP CONVERSION TABLE**

---

# APPENDIX E: STUMP CONVERSION TABLE

## Diameter to Volume Capacity

FEMA quantifies the amount of cubic yards of debris for each size of stump based on the following formula:

$$\frac{[(\text{Stump Diameter}^2 \times 0.7854) \times \text{Stump Length}] + [(\text{Root-Ball Diameter}^2 \times 0.7854) \times \text{Root-Ball Height}]}{46,656}$$

0.7854 is one-fourth Pi and is a constant.

46,656 is used to convert cubic inches to cubic yards and is a constant.

The formula used to calculate the cubic yardage used the following factors, based upon findings in the field:

- Stump diameter measured 2 feet up from the ground
- Stump diameter to root-ball diameter ratio of 1:3.6
- Root-ball height of 31 inches

Stump Diameter (Inches)	Debris Volume (Cubic Yards)	Stump Diameter (Inches)	Debris Volume (Cubic Yards)
6	0.3	46	15.2
7	0.4	47	15.8
8	0.5	48	16.5
9	0.6	49	17.2
10	0.7	50	17.9
11	0.9	51	18.6
12	1	52	19.4
13	1.2	53	20.1
14	1.4	54	20.9
15	1.6	55	21.7
16	1.8	56	22.5
17	2.1	57	23.3
18	2.3	58	24.1
19	2.6	59	24.9
20	2.9	60	25.8
21	3.2	61	26.7
22	3.5	62	27.6
23	3.8	63	28.4
24	4.1	64	29.4

Stump Diameter (inches)	Debris Volume (cubic yards)	Stump Diameter (inches)	Debris Volume (cubic yards)
25	4.5	65	30.3
26	4.8	66	31.2
27	5.2	67	32.2
28	5.6	68	33.1
29	6	69	34.1
30	6.5	70	35.1
31	6.9	71	36.1
32	7.3	72	37.2
33	7.8	73	38.2
34	8.3	74	39.2
35	8.8	75	40.3
36	9.3	76	41.4
37	9.8	77	42.5
38	10.3	78	43.6
39	10.9	79	44.7
40	11.5	80	45.9
41	12	81	47
42	12.6	82	48.2
43	13.3	83	49.4
44	13.9	84	50.6
45	14.5		

# **SECTION 12**

## **Request for Proposal (RFP) No. 2018-009**

### **12.0: STANDARDIZED DEBRIS TRUCK PLACARD**

---

All written entries on the placard must be in heavy black, water proof ink, and must be at least 3" high. Placards must be adhered to the side of the vehicle on the body of the truck box at eye level or higher. Entries should be clearly visible from a distance of 30 feet.

<b>City of Coral Gables</b>
Name of Contracting Jurisdiction or Organization
<b>Prime Contractor</b>
Name of Prime Contractor
<b>Truck Operator</b>
Name of Truck Owner/Operator
<b>#115</b>
Vehicle Number
<b>40</b>
Truck Volume (cubic feet)
<b>10/15/07</b>
Truck Certification Date

## **SECTION 13**

### **Request for Proposal (RFP) No. 2018-009**

#### **13.0: PROFESSIONAL SERVICES AGREEMENT (DRAFT)**

---

- 13.1** The enclosed agreement is a draft for your review. You are not required to fill out and submit the agreement at time of response submittal.

PLEASE REFER TO **APPENDIX A** IN PUBLICPURCHASE TO VIEW AND DOWNLOAD A COPY OF THE PROFESSIONAL SERVICES AGREEMENT.

## **SECTION 14**

### **Request for Proposal (RFP) No. 2018-009**

**14.0: TITLE 2 C.F.R. § 200.317 TO 200.326 AND APPENDIX II TO PART 200**

---

**14.1** Please refer to the enclosed copy of Title 2 C.F.R. § 200.317 to 200.326 and Appendix II to Part 200 – Contract Provisions for non-Federal Entity Contracts Under Federal Awards.

PLEASE REFER TO **APPENDIX B** IN PUBLICPURCHASE TO VIEW AND DOWNLOAD A COPY OF TITLE 2 C.F.R. § 200.317 TO 200.326 AND APPENDIX II TO PART 200.



**E Pedersen**

---

**From:** Walker, Celeste  
**Sent:** Thursday, March 22, 2018 1:31 PM  
**To:** Gonzalez, Yusbel  
**Cc:** Katsaris, Pamela  
**Subject:** Re: Evaluation Committee for Disaster Debris Removal Services (RFP 2018-009)

Yusbel,

I approve of this committee list. Please proceed with finalizing the group and setting the dates.

Celeste

Sent from my Verizon, Samsung Galaxy smartphone

----- Original message -----

**From:** "Gonzalez, Yusbel"  
**Date:** 3/22/18 1:28 PM (GMT-05:00)  
**To:** "Walker, Celeste"  
**Cc:** "Katsaris, Pamela"  
**Subject:** Evaluation Committee for Disaster Debris Removal Services (RFP 2018-009)

Good afternoon Celeste:

Evaluation Committee members 1 to 4 (below) have confirmed participation in this Committee and their availability for April 25<sup>th</sup>. As discussed this morning, I emailed Ed and asked him to be in the Evaluation Committee. I listed him below as the fifth committee member. Let me know if you approve of this Committee.

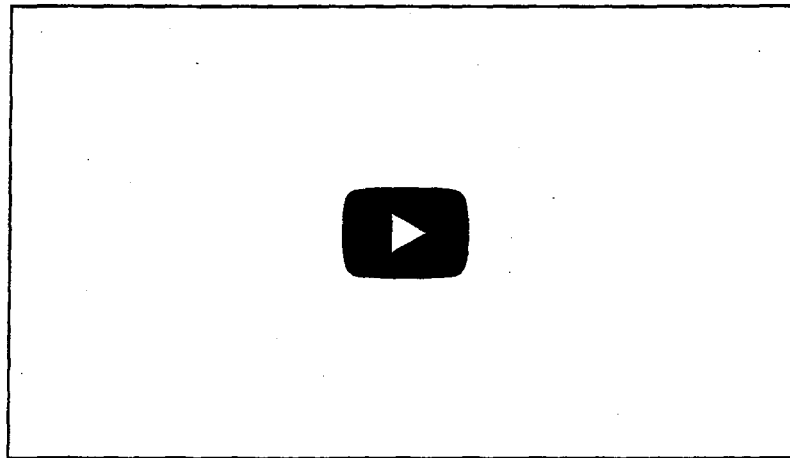
1. Mark Spanioli, P.E., Director, Public Works, Village of Pinecrest
2. Brook Dannemiller, Landscape Services Director, City of Coral Gables, Public Works Department
3. Olga Espinosa-Anderson, Division Director, Miami-Dade County Solid Waste Management
4. Tom Norman, VP of Operations, Skeletal Dynamics, LLC
5. Eduardo Santamaria, P.E., Director, City of Coral Gables, Public Works Department

Sincerely,

**Yusbel Gonzalez, CPPB**  
Procurement Specialist  
City of Coral Gables  
Procurement Division  
2800 SW 72<sup>nd</sup> Avenue  
Miami, FL 33155  
Office: 305-460-5107 | Fax: 305-261-1601  
Email: [ygonzalez@coralgables.com](mailto:ygonzalez@coralgables.com)  
Website: [www.coralgables.com/procurement](http://www.coralgables.com/procurement)



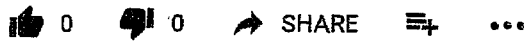
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### RFP 2018-009 Disaster Removal Services

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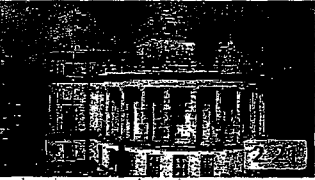
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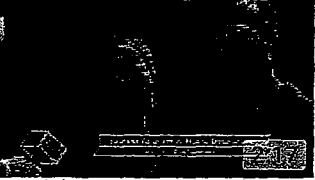
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**Plastic Bags Ban**  
Coral Gables Television

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0 Comments

☰ SORT BY

**From:** Gonzalez, Yusbel  
**Sent:** Tuesday, April 24, 2018 11:45 AM  
**To:** 'Tom Norman'  
**Cc:** Walker, Celeste  
**Subject:** RE: Evaluation Committee Meeting - RFP 2018-009 Disaster Debris Removal Services

Good morning Mr. Norman:

We certainly appreciate your attention to detail. However, since we are under the Cone of Silence, this is not the venue to address your questions. At tomorrow's public meeting, where the Cone of Silence will be lifted, you may pose your questions and I will then address them accordingly.

Thank you and we look forward to seeing you tomorrow.

Sincerely,

**Yusbel Gonzalez, CPPB**  
Procurement Specialist  
City of Coral Gables  
Procurement Division  
2800 SW 72<sup>nd</sup> Avenue  
Miami, FL 33155  
Office: 305-460-5107/Fax: 305-261-1601  
Email: [ygonzalez@coralgables.com](mailto:ygonzalez@coralgables.com)  
Website: [www.coralgables.com/procurement](http://www.coralgables.com/procurement)



Please Note: Florida has a very broad Public Records Law. Most written communications to or from State and Local Officials regarding State or Local business are public records available to the public and media upon request. Your email communications may therefore be subject to public disclosure.

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**From:** Tom Norman [<mailto:TNorman@skeletaldynamics.com>]  
**Sent:** Monday, April 23, 2018 9:12 PM  
**To:** Gonzalez, Yusbel  
**Subject:** Re: Evaluation Committee Meeting - RFP 2018-009 Disaster Debris Removal Services

Has staff modeled each Proposer's pricing, using Hurricane Irma's statistics?

In other words, what would we have paid each of the Proposers had they been our primary contractor for Hurricane Irma?

Also, what was the contractor for Irma, and why didn't that firm request CofCG to provide a letter of recommendation? Would that have been inappropriate? If one of these Proposers was our last contractor, I would be interested to know if the City was satisfied with their work.

Thanks,  
Tom

EXHIBIT  
D

- Tom

On Thu, Apr 19, 2018 at 11:46 AM -0400, "Gonzalez, Yusbel" <[ygonzalez@coralgables.com](mailto:ygonzalez@coralgables.com)> wrote:

Dear Evaluation Committee Members:

Enclosed, for your reference are the following documents:

- Responsiveness Review Spreadsheet (documenting review performed by Procurement of each proposal)
- Proposal Pricing Tabulation (all pricing from each proposer tabulated)
- Client References (reference forms received after your evaluation committee packages were delivered)

Copies of the above documents will be provided to you the day of the meeting. But they are being provided to you now to assist you with your evaluation of the proposals.

Sincerely,

**Yusbel Gonzalez, CPPB**

Procurement Specialist

City of Coral Gables

Procurement Division

2800 SW 72<sup>nd</sup> Avenue

Miami, FL 33155

Office: 305-460-5107|Fax: 305-261-1601

Email: [ygonzalez@coralgables.com](mailto:ygonzalez@coralgables.com)

Website: [www.coralgables.com/procurement](http://www.coralgables.com/procurement)



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---

**From:** Gonzalez, Yusbel

**Sent:** Wednesday, April 18, 2018 2:12 PM

**To:** 'Carlos Arroyo (PW)'; Dannemiller, Brook; 'Olga.Espinosa-Anderson@miamidade.gov'; 'Tom Norman'; 'wasanders@miamigov.com'

**Cc:** Walker, Celeste; Katsaris, Pamela; Flores, Vanessa

**Subject:** RE: Evaluation Committee Meeting - RFP 2018-009 Disaster Debris Removal Services

Dear Evaluation Committee members:

Today, we are a week away from the evaluation committee meeting. At your earliest opportunity, please remember to fill out the attached form and send me a scanned copy via email. The original form will be turned in to me on the day of the meeting.

We really appreciate your time and assistance with this process.

Thanks again,



**Yusbel Gonzalez, CPPB**  
Procurement Specialist  
City of Coral Gables  
Procurement Division  
2800 SW 72<sup>nd</sup> Avenue  
Miami, FL 33155  
Office: 305-460-5107|Fax: 305-261-1601  
Email: [ygonzalez@coralgables.com](mailto:ygonzalez@coralgables.com)  
Website: [www.coralgables.com/procurement](http://www.coralgables.com/procurement)



Please Note: Florida has a very broad Public Records Law. Most written communications to or from State and Local Officials regarding State or Local business are public records available to the public and media upon request. Your email communications may therefore be subject to public disclosure.

---

**From:** Gonzalez, Yusbel  
**Sent:** Thursday, April 12, 2018 3:25 PM  
**To:** 'Mark Spanioli (PW)'; Dannemiller, Brook; 'Olga.Espinosa-Anderson@miamidade.gov'; 'Tom Norman'  
**Cc:** Walker, Celeste; Katsaris, Pamela; Flores, Vanessa  
**Subject:** RE: Evaluation Committee Meeting - RFP 2018-009 Disaster Debris Removal Services

Dear Evaluation Committee Members:

I sent you a revised calendar invitation. The meeting location for this meeting has changed to: **Coral Gables War Memorial Youth Center, Theater Room, 405 University Drive, Coral Gables, FL 33134**

Please refer to the attached diagram as well as updated memo. The main entrance to this building is located on University Drive. Please have a picture I.D. ready to check in at the front counter. You will be directed to the theater from there.

Sincerely,

**Yusbel González, CPPB**  
Procurement Specialist  
City of Coral Gables  
Procurement Division  
2800 SW 72<sup>nd</sup> Avenue  
Miami, FL 33155  
Office: 305-460-5107|Fax: 305-261-1601  
Email: [ygonzalez@coralgables.com](mailto:ygonzalez@coralgables.com)  
Website: [www.coralgables.com/procurement](http://www.coralgables.com/procurement)



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---

**From:** Gonzalez, Yusbel  
**Sent:** Wednesday, April 11, 2018 3:18 PM

**To:** 'Mark Spanioli (PW)'; Dannemiller, Brook; 'Olga.Espinosa-Anderson@miamidade.gov'; 'Tom Norman'; Santamaria, Eduardo  
**Cc:** Walker, Celeste; Katsaris, Pamela  
**Subject:** RE: Evaluation Committee Meeting - RFP 2018-009 Disaster Debris Removal Services  
**Importance:** High

Dear Evaluation Committee Members:

Last Thursday, April 5<sup>th</sup>, the City received and opened a total of eight (8) proposals for this project. Your respective evaluation committee packages have been prepared and scheduled for delivery as shown below. Upon receipt of your package, please fill out the attached No Conflict of Interest form and return a scanned copy to me by no later than Monday, April 16<sup>th</sup>. The original copy may be handed to me the day of the meeting.

Tom/Olga/Mark: the box labeled as number "1" contains a white, three ring binder, with the attached Memo in the front. This package contains important instructions for you, as well as a copy of the RFP and Addenda.  
Ed and Brook: I delivered all proposals in one box to your office; the 3 ring white binder is inside that box.

**Tracking/Delivery:**

Tom Norman: delivery by 4/12/18 via FedEx

771972480221 (1 of 3)

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Olga Espinosa-Anderson: delivery by 4/12/18 via FedEx

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Mark Spanioli: delivery by 4/12/18 via FedEx

771972635360 (1 of 4)

771972636390 (2 of 4)

771972636275 (3 of 4)

771972636551 (4 of 4)

Eduardo Santamaria: delivered to your office today

Brook Dannemiller: delivered to your office today.

If you have any questions, please feel free to contact me. Also, please remember that this solicitation is under the City's Cone of Silence.

Sincerely,

**Yusbel Gonzalez, CPPB**

Procurement Specialist

City of Coral Gables

Procurement Division

2800 SW 72<sup>nd</sup> Avenue

Miami, FL 33155

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**From:** Gonzalez, Yusbel  
**Sent:** Thursday, March 22, 2018 2:16 PM  
**To:** 'Mark Spanoli (PW)'; Dannemiller, Brook; 'Olga.Espinosa-Anderson@miamidade.gov'; 'Tom Norman'; Santamaria, Eduardo  
**Cc:** Walker, Celeste; Katsaris, Pamela  
**Subject:** Evaluation Committee Meeting - RFP 2018-009 Disaster Debris Removal Services  
**Importance:** High

Dear Evaluation Committee Members:

You have been selected to participate as an Evaluation Committee member for the evaluation of proposals under RFP 2018-001 of Disaster Debris Monitoring Services. Currently, proposals are scheduled to be received by the City on Thursday, April 5<sup>th</sup>, 2018. All Committee members have confirmed availability for Wednesday, April 25<sup>th</sup>, 2018 to meet. I anticipate the meeting to be from 9:00 AM to 1:00 PM. In this meeting, the Committee will discuss each of the Proposals, and then score and rank. If it's the consensus of the Committee on the day of the meeting, short-listed firms will either be recommended for award; OR invited back for Oral Presentations at a later date and time.

After this email, I will be sending a meeting invitation via Outlook. Once the proposals are received, I will prepare your individual packages and send them to your respective locations.

Please also be reminded that this RFP is under the City's Cone of Silence (copy attached). As such, an evaluation committee member cannot communicate with any potential offeror, vendor, service provider, bidder, lobbyist, consultant, city commissioner. Any questions or inquiries that you receive pertaining to this RFP (before and after the meeting), please refer them immediately to my attention.

Thank you for your assistance with this process.

Sincerely,

**Yusbel Gonzalez, CPPB**  
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**From:** Gonzalez, Yusbel  
**Sent:** Monday, April 23, 2018 8:36 AM  
**To:** 'Tom Norman'  
**Cc:** Walker, Celeste  
**Subject:** RE: Evaluation Committee Meeting - RFP 2018-009 Disaster Debris Removal Services

Good morning Tom:

Yes, as part of our Responsibility check, this has been done. This will be discussed further the day of the meeting.

Thank you,

**Yusbel Gonzalez, CPPB**  
Procurement Specialist  
City of Coral Gables  
Procurement Division  
2800 SW 72<sup>nd</sup> Avenue  
Miami, FL 33155  
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**From:** Tom Norman [mailto:TNorman@skeletaldynamics.com]  
**Sent:** Sunday, April 22, 2018 2:51 PM  
**To:** Gonzalez, Yusbel  
**Subject:** Re: Evaluation Committee Meeting - RFP 2018-009 Disaster Debris Removal Services

Dear Ms. Gonzalez:

Did we do checks to insure that the 8 Proposers don't have any pending litigation with other municipalities?

Regards,  
Tom

- Tom

On Thu, Apr 19, 2018 at 11:46 AM -0400, "Gonzalez, Yusbel" <[ygonzalez@coralgables.com](mailto:ygonzalez@coralgables.com)> wrote:

Dear Evaluation Committee Members:

Enclosed, for your reference are the following documents:

EXHIBIT  
H

- Responsiveness Review Spreadsheet (documenting review performed by Procurement of each proposal)
- Proposal Pricing Tabulation (all pricing from each proposer tabulated)
- Client References (reference forms received after your evaluation committee packages were delivered)

Copies of the above documents will be provided to you the day of the meeting. But they are being provided to you now to assist you with your evaluation of the proposals.

Sincerely,

**Yusbel Gonzalez, CPPB**

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City of Coral Gables

Procurement Division

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**From:** Gonzalez, Yusbel

**Sent:** Wednesday, April 18, 2018 2:12 PM

**To:** 'Carlos Arroyo (PW)'; Dannemiller, Brook; 'Olga.Espinosa-Anderson@miamidade.gov'; 'Tom Norman'; 'wasanders@miamigov.com'

**Cc:** Walker, Celeste; Katsaris, Pamela; Flores, Vanessa

**Subject:** RE: Evaluation Committee Meeting - RFP 2018-009 Disaster Debris Removal Services

Dear Evaluation Committee members:

Today, we are a week away from the evaluation committee meeting. At your earliest opportunity, please remember to fill out the attached form and send me a scanned copy via email. The original form will be turned in to me on the day of the meeting.

We really appreciate your time and assistance with this process.

Thanks again,

**Yusbel Gonzalez, CPPB**

Procurement Specialist

City of Coral Gables

Procurement Division

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**From:** Gonzalez, Yusbel  
**Sent:** Thursday, April 12, 2018 3:25 PM  
**To:** 'Mark Spanioli (PW)'; Dannemiller, Brook; 'Olga.Espinosa-Anderson@miamidade.gov'; 'Tom Norman'  
**Cc:** Walker, Celeste; Katsaris, Pamela; Flores, Vanessa  
**Subject:** RE: Evaluation Committee Meeting - RFP 2018-009 Disaster Debris Removal Services

Dear Evaluation Committee Members:

I sent you a revised calendar invitation. The meeting location for this meeting has changed to: **Coral Gables War Memorial Youth Center, Theater Room, 405 University Drive, Coral Gables, FL 33134**

Please refer to the attached diagram as well as updated memo. The main entrance to this building is located on University Drive. Please have a picture I.D. ready to check in at the front counter. You will be directed to the theater from there.

Sincerely,

**Yusbel Gonzalez, CPPB**  
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City of Coral Gables  
Procurement Division  
2800 SW 72<sup>nd</sup> Avenue  
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**Cc:** Walker, Celeste; Katsaris, Pamela  
**Subject:** RE: Evaluation Committee Meeting - RFP 2018-009 Disaster Debris Removal Services  
**Importance:** High

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**Importance:** High

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**PANZA, MAURER & MAYNARD, P.A.**

*Attorneys and Counselors at Law*

2400 East Commercial Boulevard, Suite 905  
Fort Lauderdale, Florida 33308 6225



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*Elizabeth L. Pedersen*

**PANZA, MAURER & MAYNARD, P.A.**

ATTORNEYS AND COUNSELORS AT LAW  
2400 EAST COMMERCIAL BOULEVARD  
SUITE 905

FORT LAUDERDALE, FLORIDA 33308

*18-22654*